



**PERMISSION and HOLD HARMLESS AGREEMENT
FOR USE OF CITY OF PORTSMOUTH PROPERTY**

This Agreement, made by and between the _____, and, the City of Portsmouth (City), the parties hereto, is entered into this, ____ day of _____, 20__, granting permission to use City owned property, located at _____ for the purpose of _____. Permission is hereby granted to temporarily use this City property **from** _____ a.m./p.m. to _____ a.m./p.m. on ____ day of _____, 20__, until _____ a.m./p.m. to _____ a.m./p.m. on ____ day of _____, 20__.

Therefore, in consideration of the City granting the _____ permission to temporarily use the City property, _____ hereby agrees to indemnify and hold harmless the City of Portsmouth, its officers, employees, contractors, subcontractors, guests, invitees, volunteers and agents, and to protect and defend them against any and all claims for loss or expense or suits for damage to persons or property, including its property, arising from its use of the property and use by its employees, members, agents or contractors, or subcontractors, and from or by the use of all guests, invitees, attendees, volunteers or participants, and/or any and all persons on the property for any reason on this occasion. This hold harmless and indemnification shall include that the organization shall forego all claims for damage or loss to persons or property against the City, its officers, employees and agents.

The _____ understands and agrees to accept the City property in "as-is" condition. _____ also agrees to clean and remove all trash, equipment and debris from the City's property and to return the property to the City in the same condition as it was before its use. It also agrees to abide by the City's noise ordinance. Further, the organization, group or individual understands that if it fails to clean or remove any items it brought or caused to be left on the City's property, the City will clean and dispose of the items and shall bill the cost, including all labor costs, to the responsible party who signs this Agreement on its behalf.

The organization agrees to purchase event insurance in the amount of \$ _____ from an insurance company licensed to do business in the Commonwealth of Virginia for the entire time they are on the City property, and to provide a certificate of insurance evidencing that the City is an additional named insured

IN WITNESS WHEREOF, _____ and the City of Portsmouth cause this agreement to be made on the date above written.

Name of organization, group or individual

By: _____

Authorized Representative

Title: _____

Telephone: _____

CITY OF PORTSMOUTH, VIRGINIA

By: _____

Title: _____