

# Hold Harmless For Use of City Facilities

To the fullest extent permitted by law, \_\_\_\_\_ agrees to indemnify, defend and hold harmless the City of \_\_\_\_\_, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to \_\_\_\_\_ use of City's facilities, buildings, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of \_\_\_\_\_, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the \_\_\_\_\_ or anyone for whose acts the \_\_\_\_\_ may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

## (Insurance Requirements)

The \_\_\_\_\_ shall purchase and maintain the following insurance:

- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence bases.
- Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by \_\_\_\_\_ with a combined single limit of \$1,000,000 minimum.
- Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.

All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the City.

Prior to activities commencing the \_\_\_\_\_ shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.

Insurance required by this use agreement and supported by the additional insured endorsement shall be as broad as necessary to support the hold harmless requirement in said use agreement or as board as the indemnitor's insurance coverage, whichever is broader.

If the \_\_\_\_\_ maintains higher limits than the minimum required, the city requires and shall be entitled to coverage for the higher limits maintained by the \_\_\_\_\_.

No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.