

INDEMNITY (HOLD HARMLESS) AGREEMENT

OUTDOOR SIDEWALK DINING

This indemnity agreement is dated _____, 20____, and is between _____ (“Indemnitor”), a corporation or other business entity created under the laws of the State of _____, authorized to conduct business in the State of North Carolina by appropriate filing with the Secretary of the State of North Carolina and the Town of Hillsborough, a municipal corporation under the laws of the State of North Carolina (“Town”).

WHEREAS, Indemnitor has requested permission to use a public sidewalk or public right of way adjacent to Indemnitor’s business at _____, for the purpose of outdoor sidewalk dining in accordance with Indemnitor’s plans and specifications and as depicted in their Town of Hillsborough Outdoor Seating Permit application attached hereto and incorporated herein by reference (Outdoor Seating Area).

NOW, THEREFORE, in consideration of receipt of permission from the Town to use the outdoor seating area in accordance with Indemnitor’s plans, Indemnitor agrees that it will indemnify the Town, its officials, agents, representatives, and employees, from, against, or for all losses, claims, actions, costs and expenses (including but limited to, court costs, reasonable attorney’s fees and expert witness fees), judgments, subrogations, or other damages (collectively, “Incidents”) resulting from any injury to a person or persons or to property, arising out of Indemnitor’s use of the outdoor seating area, for which the Indemnitor, in whole or in part, or anyone for whose acts Indemnitor may be liable, is liable.

Indemnitor further agrees to purchase commercial general liability insurance and maintain insurance coverage for the duration of the use of the outdoor sidewalk dining area.

Indemnitor shall provide the Town with an insurance certificate showing such coverage, prior to Indemnitor’s use of the outdoor sidewalk dining area, and Indemnitor shall provide the Town with new insurance certificates whenever the insurance policy is renewed. The Indemnitor must grant at least thirty days notice to the Town of intent to affect cancellation, non-renewal, or other material change which may have an adverse effect on such insurance policy.

The indemnification provided by this agreement shall apply to Incidents occurring on or after the date on which Indemnitor begins installation of its improvements in the outdoor sidewalk dining area, but shall not apply to any Incidents occurring after Indemnitor ceases

it's operations in, and removes its installations from, the outdoor sidewalk dining area.

Indemnitor shall provide the Town written notification of such cessation in operations and removal of installations. Indemnitor shall have no obligations to indemnify the City of Incidents occurring after termination hereunder.

This agreement shall be binding and inure to the benefit of the successors and assigns of the respective parties.

Indemnitor

Signature

Printed Name

Date

Witness Signature

Witness Printed Name

Date