



**HOLD HARMLESS FOR USE OF CITY FACILITIES
BUSINESS OR ORGANIZATIONAL**

Date of Use: _____

Premises of Use: _____

Purpose of Use: _____

1. To the fullest extent permitted by law, _____ agrees to indemnify, defend and hold harmless the City of Platte City, it's officers, agents, volunteers, lessees, invitees, 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 the above 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 of value), but only to the extent that such suits, claims, damages, losses or expenses are caused by negligence or other wrongdoing of lessee, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the lessee or anyone for whose acts the behalf of lessee may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of

its
agents or employees.

2. The lessee 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 basis.

Workers Compensation insurance with statutorily limits required by any applicable Federal or State law and Employers Liability insurance with a minimum limit of \$1,000,000 per accident.

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

4. Prior to activities commencing the lessee 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.

5. 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.

Signature of Lessee

Date