A raccoon with paws on a blue background

Description automatically generated

**HOLD HARMLESS AGREEMENT – PARADES/FESTIVALS/EVENTS**

To the fullest extent permitted by law, Sponsor agrees to indemnify, defend and hold harmless the City of Rogersville, its 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, Sponsor’s use of City streets, roads, parks, sidewalk or other facilities 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 Sponsor, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by Sponsor or anyone for whose acts Sponsor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees

1. Sponsor shall purchase and maintain the following insurance, at Sponsor’s expense:

Commercial General Liability Insurance with a minimum limit of $1,000,000 each occurrence / $2,000,000 general aggregate written on an occurrence basis.

Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Sponsor 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.

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

1. Prior to using City’s facilities or infrastructure under this agreement, Sponsor 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.

1. 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.

1. For any claim or suit seeking damages from the Missouri municipality scheduled in this endorsement because of “bodily injury”, “property damage”, or “personal and advertising injury” caused by “your work”, the coverage provided herein does not apply to any claim or “suit” which is barred by the doctrines of sovereign immunity, qualified immunity, and/or official immunity although defense of such actions will be provided. No provision of this condition of coverage, endorsement, or this policy, will constitute a waiver of this company’s right to assert a defense based on the doctrines of sovereign immunity, qualified immunity, and/or official immunity.

Revised June, 2022

1. If the sponsor maintains higher limits than the minimums required, the member requires and shall be entitled to coverage for the higher limits maintained by the sponsor.

1. Insurance required by this contract and supported by the additional insured endorsement shall be as broad as necessary to support the hold harmless requirement in said contract or as broad as the sponsors insurance coverage, whichever is broader.

*ORGANIZATION INFORMATION*

ORGANIZATION NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT POSITION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CONTACT EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RENTAL/EVENT PURPOSE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CIRCLE ONE: NON-PROFIT NOT-FOR-PROFIT