

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.**

**THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT** (this "Agreement") is made and entered into as of \_\_\_\_\_ by and between the **CITY OF BRISTOL, VIRGINIA**, a municipal corporation organized and existing under the laws of the Commonwealth of Virginia (the "City"), and \_\_\_\_\_ **[ORGANIZATION NAME]**, a \_\_\_\_\_ **[TYPE OF ENTITY]** organized and existing under the laws of \_\_\_\_\_ **[STATE/COMMONWEALTH]** (the "Organization"). Please state the date of the event \_\_\_\_\_, the type of event \_\_\_\_\_ and what property/or location(s) you wish to use: \_\_\_\_\_.

**RECITALS:**

**WHEREAS**, the City is the owner of certain real property and facilities located within the **CITY OF BRISTOL, VIRGINIA** (the "City Property");

**WHEREAS**, the Organization desires to use the City Property for the purpose of hosting a special event (the "Event"); and

**WHEREAS**, as a condition to the City's approval of the Organization's use of the City Property for the Event, the City requires the Organization to enter into this Agreement to protect the City from any liability, claims, or damages that may arise from the Organization's use of the City Property.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Indemnification. The Organization shall indemnify, defend, and hold harmless the City, and its elected and appointed officials, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, actions, damages, liabilities, losses, settlements, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to:

- a) The Organization's use of the City Property for the Event;
  - b) Any act or omission of the Organization, or its officers, directors, employees, agents, contractors, or invitees, in connection with the Event;
  - c) The Organization's breach of any representation, warranty, or covenant under this Agreement;
  - d) The Organization's violation of any applicable federal, state, or local laws, rules, or regulations.
  - e) Any property damage or personal injury occurring on or related to the City Property during the Event or as a result of the Organization's use of the City Property; and
  - f) Any environmental contamination or damage caused by the Organization's use of the City Property.
2. Hold Harmless. The Organization hereby releases, discharges, and covenants not to sue the Indemnified Parties for any and all claims, demands, or causes of action that the Organization may have or acquire against the Indemnified Parties arising out of or relating to the Organization's use of the City Property for the Event.
3. Insurance. The Organization shall, at its own cost and expense, obtain and maintain throughout the duration of the Event:
- a) Commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, naming the Indemnified Parties as additional insureds;
  - b) Property damage insurance covering the City Property with limits of not less than One Million Dollars (\$1,000,000);
  - c) Workers' compensation insurance as required by Virginia law;
  - d) Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit for each occurrence; and

- e) Any other insurance coverage that may be required by applicable Virginia law or that the City may reasonably request.
- f) Proof of insurance must be provided fourteen (14) days prior to the scheduled Event.

All insurance policies shall be issued by insurers licensed to do business in the Commonwealth of Virginia and having an A.M. Best rating of at least A-VII. The Organization shall provide the City with certificates of insurance evidencing the required coverage prior to the Event. All policies shall contain a waiver of subrogation in favor of the City and shall provide that they may not be canceled or materially changed without at least thirty (30) days' prior written notice to the City.

4. Compliance with Laws. The Organization shall comply with all applicable federal, state, and local laws, rules, and regulations in the Commonwealth of Virginia in connection with its use of the City Property and the Event, including but not limited to:

- a) The Virginia Occupational Safety and Health (VOSH) laws and regulations;
- b) The Americans with Disabilities Act (ADA) and applicable Virginia accessibility laws;
- c) All applicable fire safety codes and regulations; and
- d) Any other laws, regulations, or industry standards applicable to the use of municipal property for special events in the Commonwealth of Virginia.

5. Intellectual Property. The Organization represents and warrants that its use of the City Property and the conduct of the Event will not infringe upon or violate any intellectual property rights of any third party. The Organization shall indemnify and hold harmless the Indemnified Parties from and against any claims, losses, or damages arising from any alleged or actual infringement of intellectual property rights related to the Event.

6. Term and Termination. This Agreement shall commence on the date first written above and shall continue in full force and effect until the completion of the Event, unless earlier terminated by the City for the Organization's breach of this Agreement. The provisions of Sections 1, 2, and 5 shall survive any termination or expiration of this Agreement. This agreement may be terminated at the

option of the City in the event there is a natural or man-made disaster or other event that requires the use of City property or personnel which would make hosting the event an operational issue that hampers the City's ability to respond to a natural or man-made disaster or other event or puts members of the public's safety at risk as determined by the City Manager, Chief of Police and Fire Chief. This Agreement may be terminated by the City if the Organization fails to comply with any provision of the Agreement or is violating any federal, state, local law or regulation.

7. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law provisions. Any action or proceeding arising out of or relating to this Agreement shall be brought in the Circuit Court of the City of Bristol, Virginia, and each party irrevocably submits to the exclusive jurisdiction of such court in any such action or proceeding.
8. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
9. **Amendments.** This Agreement may be amended, modified, or supplemented only by a written instrument executed by both parties hereto.
10. **Waiver.** No waiver by either party of any default or breach by the other party of any representation, warranty, covenant, or condition contained in this Agreement shall be deemed to be a waiver of any subsequent default or breach by such party of the same or any other representation, warranty, covenant, or condition.
11. **Assignment.** Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.
12. **Signature.** An electronic signature of this Agreement serves the same purpose as a "wet" signature.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties, whether written or oral.

**IN WITNESS WHEREOF**, the parties have executed this Hold Harmless and Indemnification Agreement as of the date first written above.

**CITY OF BRISTOL, VIRGINIA**

**By:** \_\_\_\_\_

**Name:** Tamrya Spradlin

**Title:** Interim City Manager

\_\_\_\_\_ **[ORGANIZATION NAME]**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_