

USE OF PROPERTY
AND HOLD HARMLESS AGREEMENT

Whereas, the _____ (“Applicant”) desires to use the Village of Coal City’s (“Village”) property located at _____ (“Premises”) for a temporary outdoor dining area (“Temporary Use”).

Whereas, the Village agrees to allow the Applicant to use the Premises for the Temporary Use in consideration of the Applicant agreeing to assume all risk and liability pertaining to the Temporary Use.

Now therefore, the Applicant agrees as follows:

To the fullest extent permitted by law, the Applicant hereby indemnifies, defends, and holds harmless the Village and its officials, employees, agents and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from the Temporary Use or connected with an act or omission of the Applicant, or an agent, invitee, guest, employee, or anyone in, on or about the Premises invited by and/or with the permission and consent of the Applicant, with respect to the Premises or the operations, activities or services, of any nature whatsoever, of the Temporary Use, including, but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence, creation or maintenance of a dangerous condition of property, or intentional infliction of harm or violation of state and federal laws.

Nothing set forth in this Agreement shall be deemed a waiver by the Village of any defenses or immunities that are or would be otherwise available to the Village or its officials, employees, agents or volunteers under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of this Agreement or renewal thereof.

Without limiting the Applicant’s indemnification of the Village as provided above, the Applicant shall provide and maintain at its own expense for the Temporary Use the below listed policies of insurance or liability coverage covering the activities, services or operations relating to the Temporary Use. All such insurance of the Applicant and the insurance of the owners/operators shall be secured through a carrier(s) satisfactory to the Village. Satisfactory evidence of such insurance and any required endorsements, including the insurance required of the owners/operators, will be delivered to the Village Clerk prior to commencement of the Temporary Use. The Village’s insurance or liability coverage shall always be deemed excess over any other insurance or liability coverage whether primary, excess, pro rata, contingent or any other basis.

a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury with a general aggregate of \$1,000,000 limit. The Village, its officials, employees, agents and volunteers shall be named as an additional insured on

a primary and non-contributory basis under the policy or coverage by original endorsement signed by a person authorized to bind coverage.

b. Liquor Liability: \$1,000,000 per occurrence for its sale of alcoholic beverages and require that any other party selling or serving alcoholic beverages during the Temporary Use shall provide Liquor Liability insurance in the same amount with the Village, its officials, employees, agents and volunteers named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.

All policies of insurance or liability coverage shall contain a waiver of subrogation as against the Village, its official, employees, agents and volunteers except with respect to the sole negligence of the Village.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Use of Property and Hold Harmless Agreement on behalf of the Applicant.

Agreed this _____ day of _____, 2020.

(Name of Applicant)

Signature of Authorized Person

Title