# INDEMNITY/HOLD HARMLESS AGREEMENT
# SEASONAL DOWNTOWN OUTDOOR DINING

This indemnity/hold harmless agreement is dated _____ day of _____, 2025, 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 Indiana and the City of Valparaiso, Indiana, a municipal corporation existing under the laws of the State of Indiana.

WHEREAS, Indemnitor has requested permission to use a public sidewalk or public way adjacent to Indemnitor's property at _____, for the purpose of seasonal outdoor sidewalk dining in accordance with Indemnitor's plans and specifications and as depicted in **Exhibit "A"** attached hereto (or reoccurring approved plans and specifications on file with the city) and incorporated herein by reference ("Outdoor Dining Area").

NOW, THEREFORE, in consideration of receipt of permission from the City to use the Outdoor Dining Area in accordance with Indemnitor's plans, Indemnitor agrees that it will indemnify the City, its officials, agents, representatives and employees from, against, or for all losses, claims, actions, costs and expenses (including, but not limited to, court costs, attorney's fees and expert witness fees), judgments, subrogations, or other damages ( collectively "Claims") resulting from any injury to a person or persons or to property, arising out of Indemnitor's use of the Outdoor Dining Area, for which 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 in conformance with the requirements of the City's Downtown Outdoor Dining Standards, as may be amended from time to time, and maintain such insurance coverage for the duration of the use of the Outdoor Dining Area. The City shall be named as an additional insurance on the policy.

This agreement shall not be assigned without written approval of both the Indemnitor and City.

INDEMNITOR (corporation/entity): _____

By (person): _____

Its (title): _____

Date: _____

STATE OF INDIANA )
) SS:
COUNTY OF PORTER )

Before me, a Notary Public, in and for said County and State, this _____ day of _____, 2025, personally appeared _____, as the _____ of _____ who has stated that he/she is authorized to execute said document and have acknowledged the execution of the foregoing instrument to be his/her free and voluntary act for and on behalf of the Indemnitor.

_____
Notary Public

Printed: _____

County of Residence: _____

My commission expires: _____