

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the CITY OF SOCIAL CIRCLE, a Georgia municipality (“City”), and _____, (“Applicant”).

In consideration of the Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The applicant agree(s) to indemnify and hold harmless the City of Social Circle, its agencies and instrumentalities and all of their respective officers, members, employees and directors (collectively referred to as the (“City”)) from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys’ fee, and from the payment of any sum or sums of money to any person injury, bodily injury, death, or property damage arising out of, attributable to or resulting from the permitted event/use; or due to any violation of the approval by the applicant, or due to the application or violation of any pertinent Federal, State, or local law, rule or regulation in connection with the permitted event/use. If and to the extent such damage or loss covered by this indemnification is paid by any City insurance the undersigned agree(s) to reimburse the Payor for such monies paid out. The applicant acknowledges that City makes no warranty, express or implied, concerning the streets and roads or other engineering considerations involved in approving the application. The applicant further acknowledges that the City has relied upon the representations made by the applicant in requesting approval of the application for this event/use, including the applicant’s representations that all conditions of approval of the event/use shall be met and that the applicant shall meet all City requirements, as well as all relevant Federal, State and local laws, rules or regulations in the construction, maintenance and operation of the permitted event/use. This indemnification shall also apply where the City may be partially responsible for the situation giving rise to the claim.
2. All notices, request, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at their usual address.
3. It is the intention of the parties that the laws of Georgia shall govern the validity of the agreement, the construction of its terms and the interpretation of the rights and duties of the parties. If any part of this agreement is held to be illegal, invalid, or unenforceable under present or future laws, effective during term hereof such part shall be fully severable. The agreement shall be constructed an enforced as if such illegal, invalid or unenforceable part had never comprised a part hereof or thereto; and the remainder shall remain in full force and effect and shall not be affected by the severance. Furthermore, in lieu of such illegal, invalid or unenforceable part, there shall be added automatically such language that is as similar to such illegal, invalid or unenforceable part as may be possible and still be legal, valid and enforceable.
4. On and after the date of this agreement, both parties shall at the request of the other, make execute and deliver to obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement. Time is and shall be of the essence of this agreement.
5. The parties signing this agreement herby state that they have the authority to bind the entity on whose behalf that are signing.
6. This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with the respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.
7. This agreement shall be binding upon the parties hereto, their heirs, administration, executors, successors and assigns.
8. Except as expressly limited by the terms of this agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity. No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with agreement or to insist upon strict compliances with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party’s right to demand exact compliance with the terms of this agreement.

Applicant: _____

CITY OF SOCIAL CIRCLE, GEORGIA (SEAL)

By: _____
City Manager

Attest: _____
City Clerk