

**INDEMNITY (HOLD HARMLESS) AGREEMENT  
SEASONAL OUTDOOR SIDEWALK DINING**

This indemnity agreement is dated \_\_\_\_\_, 20\_\_\_\_, 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 Connecticut by appropriate filing with the Secretary of the State of Connecticut, and the City of Torrington, a municipal corporation under the laws of the State of Connecticut (“City”).

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 on Exhibit A attached hereto and incorporated herein by reference (Seasonal Outdoor Sidewalk Dining Area).

NOW, THEREFORE, in consideration of receipt of permission from the City to use the seasonal outdoor sidewalk 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 limited to, court costs, reasonable 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 seasonal outdoor sidewalk dining area, for which the 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 and maintain insurance coverage for the duration of the use of the seasonal outdoor sidewalk dining area, from an insurance company or companies with an A.M. Best rating of A- (VII) or better, in the amount of \$1 million per occurrence. Indemnitor shall provide the City with an insurance certificate showing such coverage, prior to Indemnitor’s use of the seasonal outdoor sidewalk dining area, and Indemnitor shall provide the City with new insurance certificates whenever the insurance policy is renewed. Such insurance shall contain a clause granting at least thirty days notice to the City of intent to affect cancellation, non-renewal, or other material change which may have an adverse effect on such insurance policy. The City must be named as an additional insurance on the policy, and not merely a certificate holder.

The indemnification provided by this agreement shall apply to Claims occurring on or after the date on which Indemnitor begins installation of its improvements in the seasonal outdoor sidewalk dining area, but shall not apply to any Claims occurring after Indemnitor ceases its operations in, and removes its installations from, the seasonal outdoor sidewalk dining area. Indemnitor shall provide the City written notification of such cessation in operations and removal of installations. Indemnitor shall have no obligations to indemnify the City of Claims occurring after termination hereunder.

This agreement shall be binding and inure to the benefit of the successors and assigns of the respective parties.

INDEMNITOR

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, ) \_\_\_\_\_  
(name of entity) (officer or title)

on behalf of \_\_\_\_\_, a corporation/limited liability  
(name of entity)

company, on behalf of the company.

I witness whereof I hereunto set my hand.

\_\_\_\_\_

Notary Public  
My Commission Expires: