

INDEMNIFICATION/HOLD HARMLESS AGREEMENT
Temporary Expanded Outdoor Dining Permit For Public Property

This Indemnification/Hold Harmless Agreement is dated _____ day of _____, _____, 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 Illinois and the Village of Frankfort, Illinois, an Illinois municipal corporation, Will and Cook Counties, Illinois (“Village”).

WHEREAS, Indemnitor has requested permission to use a public sidewalk, public way, public street or other Village owned property adjacent to Indemnitor’s property at _____, Frankfort, Illinois for the purpose of temporary outdoor seating for _____ (Business Name) in accordance with the Special Request for Temporary Expanded Outdoor Seating on Public Property – Permit Application submitted by Indemnitor.

NOW THEREFORE, in consideration of receipt of permission from the Village to use public property for temporary expanded outdoor seating, the Indemnitor and any person acting under or pursuant to approval of the permit, agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent, or groundless) to the maximum extent allowed by law, the Village, its President, its Board of Trustees, and each member thereof, and its officers, employees, advisory board members and representatives, from and against any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney’s fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to rise out of any acts, negligence, errors, or omissions (including, without limitation, professional negligence) of Indemnitor, its employees, representatives, contractors, subcontractors, or agents by reason of or arising out of, or in any matter connected with, any and all acts, operations, privileges authorized, allowed or undertaken pursuant to the permit for outdoor seating on public property including, without limitation, any condition of any property used in the operation of outdoor seating and the use of tables, chairs, serving equipment, fencing, tenting, barriers or other non-permanent fixtures on any property used for outdoor seating. Any personal property, including but not limited to tables, chairs, serving equipment, fencing, tenting, barriers or other non-permanent fixtures, erected, used or installed on public property or private property are the sole and exclusive responsibility of the Indemnitor. The Village makes no representations, warranties or promises related to the use of public property for outdoor seating.

This agreement indemnity includes, but is not limited to, personal injury (including death and/or health pandemics at any time) and property or other damage sustained by any person or persons (including, but not limited to, companies, corporations, Indemnitor and its employees or agents, and members of the general public). Indemnitor understands that the permit may be revoked, amended or otherwise changed at any time and without notice by law or within the sole discretion of the Village and this Indemnification/Hold Harmless Agreement remains binding and effective beyond the term of the permit.

As a further condition of issuance of the approval, the Indemnitor covenants not to sue the Village, its President, its Board of Trustees, and each member thereof, and its officers, employees, advisory board members and representatives, and shall cause its insurers to waive subrogation against the same with respect to any action, claim or demand in any way resulting from or connected with any and all undertakings and operations conducted pursuant to the permit for outdoor seating on public property.

INDEMNITOR:

By: _____

Its: _____