



Agreement of Indemnity For Operation of Mobile Food Vehicles

This Hold Harmless and Indemnification Agreement (the “Agreement”) made and entered into this ____ day of _____, 20__ by and between the City of Dalton, Georgia, a municipal corporation of the State of Georgia (the “City”) and _____ (“Vendor”).

Whereas, the City has specified certain areas of the city in which a mobile food vendor may conduct business (collectively, the Property”);

Whereas, Vendor has requested that the City consent to temporary use of certain areas of the Property upon which Vendor can sell or offer to sell certain food and/or beverage items (the “Goods”) and City agreed to permit such temporary, revocable use of the Property on the condition that the Vendor covenants and agrees to the terms of this Agreement.

Therefore, in consideration of the City allowing the Vendor the temporary, revocable use of certain areas of the Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor covenants and agrees as follows:

1. Vendor shall indemnify, defend and hold harmless the City, its officers, agents, employees and contractors from and against any and all actions, claims, liabilities, assertions of liabilities, losses, damages, costs and expenses whatsoever (including, but not limited to, attorney’s fees) which in any manner may arise or be alleged to have arisen or resulted or be alleged to have resulted, directly or indirectly, from Vendor’s use of any portion of the Property. Vendor’s obligation of indemnity, defend and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage, except for loss or damage arising from the sole negligence or willful misconduct or gross negligence of the City. This provision shall survive the expiration or earlier termination of Vendor’s use of the Property.
2. Vendor shall, at its own cost and expense, obtain and maintain worker’s compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for worker’s compensation insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage, shall be one-million dollars (\$1,000,000) for any occurrence of bodily injury and three-million dollars (\$3,000,000) for any occurrence of property damage.
3. Vendor shall provide certificates of insurance evidencing the coverage required herein at the beginning of the term of this Agreement. Vendor shall deliver new certificates of insurance evidencing such coverage at the time any term of this Agreement is extended or renewed and at any time a new policy is issued, renewed, or non-renewed. Moreover, at any time during any term of this Agreement, upon the request of the City, Vendor shall provide proof sufficient to the satisfaction of the City that such insurance providing the coverage required herein continues in force and effect. Continuous insurance coverage as required by this Section is an essential term of this Agreement.
4. At all times during the term of this Agreement, Vendor shall be an independent contractor and shall not be an employee of the City. Neither the City nor any of its officers, employees or agents shall have control over the conduct of Vendor or any of its employees or agents except as otherwise set forth in this Agreement. Vendor and any of its employees and agents, performing any service under this Agreement, shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City. Vendor shall have no power to incur any debt, obligation, or liability on behalf of the City

or otherwise to act on behalf of the City as an agent. Vendor shall not represent in any manner that is, or that any of its employees or agents are, employees of the City.

5. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges and immunities as set forth in the Official Code of Georgia Annotated and/or the Constitution of the State of Georgia.
6. This Agreement shall expire at the earlier of the following events: (a) the City revokes its consent to Vendor's temporary use of the Property; or (b) the expiration of the one (1) year period commencing from the date of this Agreement or such other sooner date upon which a city ordinance regulating Mobile Food Vendors is approved.
7. This Agreement contains the entire agreement between Vendor and the City concerning indemnification.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, 20_____.

CITY of Dalton, Georgia

By: _____

Title: _____

VENDOR

By: _____

Title: _____

Further, I have read the entire registration form above and do hereby agree to the terms set forth by the City of Dalton Clerk's Office. I realize that failure to abide by this registration can forfeit any and all monies which may have been paid to reserve the location. I realize that by signing above and below I am personally liable for any and all fees, damages, and costs incurred as a result of my act(s), error(s), and omission(s) deriving from the event(s) described herein.

Vendor

Signature _____ Date _____

Approved by the City:

Signature _____ Date _____

Amount Paid: _____ Receipt # _____

By signing your name to this Agreement, you are binding the Mobile Food Vendor listed above and you represent that you have the authority to enter into this Agreement.