

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

BETWEEN

TOWN OF YOUNGSVILLE,

a municipality of the State of North Carolina,

AND

Outside Organization utilizing Municipal Property or Facilities
(or name of vendor, volunteer or employee)

Address (Not Post Office Box)

Telephone Number

Organization Type (Individual(s), Partnership, Corporation (Profit), Corporation (Not-for-Profit),
Association, Limited Liability Company, Club, Public Entity)

In consideration of the use of municipal property or facilities on _____, 20__ the undersigned Outside Organization agrees to indemnify and hold harmless the Town of Youngsville, its officers, agents and/or employees from any and all liability, claims, costs, including reasonable attorney's fees, arising out of the use of municipal property or facilities by this Outside Organization.

The undersigned understands and acknowledges that this hold harmless and indemnification agreement requires that Youngsville be indemnified from any losses or damages resulting from the acts or omissions from any guest, participant, visitor, vendor or other person attending the event or within the area wherein the event referred to in this agreement is authorized to take place. This hold harmless and indemnification agreement shall also pertain to any claims due to Youngsville's negligence, but not to any intentional act committed by a Town officer, agent, or employee. The undersigned further agrees to release any claim that they may now have or have in the future against Youngsville relating to the use of municipal property or facilities, including claims due to the Town of Youngsville's negligence.

INSURANCE DISCLOSURE STATEMENT

The Outside Organization acknowledges that Youngsville has disclosed that it does not maintain any regular or special insurance coverage for any Outside Organization (individual(s), partnership, corporation (profit), corporation (not for profit), association, Limited Liability Company, club, public entity, or similar entity) using municipal property or facilities. Youngsville’s authorization to an Outside Organization to use its public property or facilities is merely an accommodation to the Outside Organization. The Outside Organization acknowledges that Youngsville does not maintain any regular or special insurance coverage relating to the event to be held by the Outside Organization. The individual signing this agreement agrees to make all participants in the event aware of this disclosure.

REQUIREMENT TO OBTAIN WAIVER FROM
VENDORS AND OTHER PARTICIPANTS

The Organization shall also require that any vendors, volunteers or any individual or organization operating within or under authority or permission of the Organization (not including attendees of the event) execute a copy of this waiver. The Organization hereby agrees to maintain said copies and provide them to the Town no later than the next business day after the event.

This agreement has been signed on this _____ day of _____, 20____ by an authorized person of the Outside Organization sponsoring this event.

Authorized Signature: _____

County of _____, State of North Carolina

Subscribed and sworn to before me, in my presence, this _____ day of _____, _____
_____, Notary Public

My Commission Expires: _____

For Official Use Only:		
Date Application Received:	Date Application Approved / Rejected:	Signature of Town Representative: