

CITY OF BELLINGHAM
INDEMNIFICATION AND INSURANCE AGREEMENT
FOR PERMIT # _____

THIS INDEMNIFICATION AND INSURANCE AGREEMENT is entered into by and between the City of Bellingham (the "City") and _____ ("Permittee") for and in consideration of the City's issuance of the permit identified above ("Permit").

1. **Indemnification**. Permittee shall defend, indemnify and hold the City harmless from all claims, liabilities, damages and injuries whatsoever (collectively "Claims") arising out of the use and occupation of the public premises authorized by the Permit and any act or omission of the Permittee or any of its officers, employees, agents, contractors, vendors, invitees, licensees or sub-permittees, including any Claims caused by the partial negligence of the City but excluding any Claims caused by the sole negligence of the City.

3. **Insurance**. Permittee shall obtain and maintain commercial general liability (CGL) insurance for the event written on an insurance industry standard occurrence form. The CGL policy shall cover the City as an additional insured on a primary and noncontributory basis, shall include a waiver of subrogation and shall include contractual liability coverage. Liquor liability insurance is required if alcohol will be sold at the event.

4. **Authority**. The undersigned is duly authorized to execute this Agreement on behalf of Permittee and to bind Permittee to the terms and conditions of this Agreement.

Permittee:

Signature

UBI No. (Businesses Only)

Print Name

Date

City of Bellingham:

Approved as to Form:

Permit Center

Office of the City Attorney

Date