



Portage Market Hold Harmless Agreement

Business Name:

Primary Contact:

Street Address:

City: Zip Code:

RELEASE OF LIABILITY WAIVER:

The undersigned hereby agrees to indemnify, defend and hold harmless the City of Portage, its elected or appointed officials, employees, volunteers, representatives and agents from any liability for damages to any person or property in, or about the city premises from any cause whatsoever. All persons or groups using city facilities shall be responsible for the proper supervision, control and accommodation of persons attending the activity.

The undersigned is responsible for any site damage, interior and exterior clean-up.

The undersigned is responsible for the preservation of order and for **providing volunteers** to assist in their Farmers Market setup and tear down

The undersigned agrees to accept complete liability for any damages to City of Portage property during the rental period, including grass and fencing. Any necessary repairs will be charged to the undersigned with full payment due within 30-days of invoice issuance.

[] **Required Prior To Attending Portage Farmers Market;** a copy of your organization's certificate of General Liability Insurance policy in the amount of \$1,000,000 per occurrence and Motor Vehicle Liability Insurance policy in the amount of \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, non-owned and hired vehicles. All coverage as described above shall be endorsed to reflect the following as Additional Insured: "**City of Portage, its elected or appointed officials, all employees, volunteers, all boards, commissions, and/or board members, including employees and volunteers thereof (except Workers Compensation)**". It is understood and agreed by naming the City of Portage as additional insured, coverage afforded is considered to be primary and any other insurance the City of Portage may have in effect shall be considered secondary and or excess. Named organization must require proof of insurance coverage, as stated above, from all sub-contractors and vendors.

All policies, as described above, shall include an endorsement stating that it is understood and agreed thirty (30) days, Ten (10) days for non-payment of premium, Advanced Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City of Portage Purchasing Manager, 7900 South Westnedge Ave, Portage, MI 49002.

Authorized Organization Representative Signature

City of Portage Representative

Date

Date

Questions or concerns can be directed to Portage Parks and Recreation at 329-4522 8 a.m. to 5 p.m. Monday through Friday.