

HOLD HARMLESS AND INDEMINIFICATION AGREEMENT
AMONG
the Village of Wauconda, a municipal corporation of the
State of Illinois, having offices
at 101 North Main Street, Wauconda, IL 60084, the Wauconda Fire Protection District, a unit of local
government,
AND

“Outside Organization” utilizing Municipal Property or Facilities (“Sponsor”)

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)

Describe Activity and Event for which This Agreement is Provided

In consideration of the authorized use of municipal property or facilities on _____, 20____ the undersigned Outside Organization agrees to indemnify and hold harmless the Village of Wauconda (“Village”) and the Wauconda Fire Protection District (“Fire District”), their officers, agents and/or employees from any and all liability, claims, costs, including reasonable attorneys 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 the Village and Fire District be indemnified from any claims, losses or damages, including the Village’s and Fire District’s attorneys’ and expert consulting fees, resulting, arising out of, or reasonably related to, and from the acts or omissions of any Sponsor, Sponsor contractor or licensee, guest, participant, visitor, or other person participating in or attending the event referred to in this Agreement. This hold harmless and indemnification agreement shall also pertain to any claims related to the permittee’s special event activities regardless of Village or Fire District’s negligence. The undersigned further agrees to release any claim that he/she/it/they may now have or have in the future against both the Village and the Fire District relating to the use of municipal property or facilities, including claims due to the Village or Fire District’s negligence.

The undersigned further agrees to furnish the Village with a Certificate of Insurance naming the Village of Wauconda and the Wauconda Fire District as an additional insured party. The Certificate of Insurance must evidence the provision of general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000. If alcoholic beverages are to be sold at the event, then a certificate of dramshop insurance, minimum statutory policy limits, naming the Village as an additional insured, shall also be provided to the Village. In order to induce the Village to accept this hold harmless and indemnification agreement, the requesting organization or agency must fully complete a special event permit application. No Special Event Permit shall be issued or deemed to be valid until and unless the original Certificates of Insurance required above are provided to the Village, reviewed by the Village for conformity herewith, and accepted by the Village.

This Agreement has been signed on this _____ day of _____, 20__

By an authorized officer or person of the Outside Organization sponsoring this event.

Name of Outside Organization: _____

Print Name: _____

Print Title or Office: _____

Authorized Signature: _____

Witness: _____

For the Fire District:

Print Name: _____

Print Title or Office: _____

Authorized Signature: _____

For the Village:

Print Name: _____

Print Title or Office: _____

Authorized Signature: _____