

VIRGINIA CITY TOURISM COMMISSION

PERMIT HOLD HARMLESS & INDEMNIFICATION AGREEMENT

I, the under signed, submit this hold harmless agreement as part of my request to be issued a special event permit from the date of _____ to _____ from the hours of _____ to _____ in the name of the following event: _____

The provisions of this agreement apply to myself, my entity, group or organization and our invitees or guests. I agree to abide by all applicable rules and regulation relating to this permit. Failure to do so may result in the revocation of this permit.

I agree to defend, protect, indemnify and hold the county, its officers, employees, agents, VCTC board, officers and employees free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of or resulting from, the alleged acts or omissions of permittee, its officers, agents or employees in connection with the permitted event or activity; and I agree, at my own cost, risk and expense, defend any and all claims or legal actions that may be commenced or filed against the county, its officers, agents, employees, VCTC board, officers and employees, and that I will pay any settlement entered into and will satisfy any judgment that may be rendered against the county, its officers, agents, employees, VCTC board, officers and employees as a result of the alleged acts or omissions of permittee or permittee's officers, agents or employees in connection with the uses, events or activities under the permit.

I agree to give to Storey County prompt and timely notice of any claims or suit instituted which may directly or indirectly affect Storey County or it officers, agents, servants, or employees.

I agree to reimburse Storey County for any expenses incurred in responding to or defending any claims or suits, including the reasonable value of any services rendered or time spent by County officers or employees in responding to or defending such claims or suits.

I also agree to obtain and maintain a policy of General Liability Insurance (Occurrence Form) in the amount of \$1,000,000 or in an amount required by the County Manager or his designee. I agree to procure and maintain in full force and effect during the term of the permit this policy of insurance from a reliable insurance company authorized to do business in the state, which policy includes the county, its boards, officers, agents, employees as named insured's or additional named insured's. Proof of insurance must be submitted to the county manager or his designee at least 15 days before the event. This insurance policy must provide liability coverage for the activities of vendors and entertainers participating in the special event. If coverage is excluded for any vendor or entertainer, proof of adequate insurance for the vendor or entertainer must be provided through additional insurance policies. This policy must be endorsed to include the County as an insured with respect to liability arising out of my activities pursuant to this agreement. Proof of coverage must be provided in the form of a Certificate of Insurance and must provide for 30 days notice of cancellation to Storey County. Storey County's acceptance of an insurance certificate does not relieve me of liability nor will the amount of insurance limit my responsibility.

I certify that I have the authority to enter into this agreement on behalf of the entity or organization described below and that I am executing this agreement on its behalf.

Authorized Party _____ Name of Organization _____

Signature _____ Date _____

Deny Dotson, Director
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