

City of Cle Elum
119 West First Street
Cle Elum, WA 98922



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HOLD HARMLESS AGREEMENT

This Agreement made this _____ day of _____, _____, between the City of
CleElum, referred to as "CITY" herein, and _____ at,
_____, _____, _____, _____ referred to as "USER" herein.
Mailing Address City State Zip

For the good and valuable consideration, receipt of which is acknowledged, is hereby agreed:

SECTION I

USER undertakes to indemnify CITY from any liability, loss or damage USER may suffer as a result of claims, demands, costs, or judgments against it arising out of the acts, failure to act, or activities that USER conducts under the CITY'S license or permit whether liability, loss or damage is caused by, or arises out of the negligence of USER or its officers, agents, employees or otherwise.

SECTION II

This Agreement shall commence on the date that the CITY issues its license or permit to USER and shall continue in full force until the permit and license expire. Renewal of the permit and/or associated license(s), if any, automatically renews this Agreement. The duty to indemnify the CITY for claims, demands, costs or judgments against it that arise during the Agreement survives the expiration of the Agreement.

SECTION III

CITY agrees to notify USER in writing, within 30 days, by certified mail, at USER'S address as stated in this Agreement, of any claim made against CITY on the obligations indemnified against.

SECTION IV

USER agrees to defend against any claims brought or actions filed against CITY with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject indemnity herein, USER agrees the CITY may employ an attorney of its own selection to appear and defend the claim or action on behalf of CITY, at the expense of USER. CITY, at its option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against CITY.

SECTION V

Vouchers or other similar, property evidence showing payment by CITY of any loss, damage, or in expense covered under this Agreement shall be conclusive evidence, (except fraud) against USER as to fact and amount of USER'S liability hereunder.

SECTION VI

USER covenants that it shall not institute any action or suit at law or in equity against CITY, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand action, or cause of action for damages, costs, loss of services, expenses, or compensation for any damage for any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or is result, known or unknown, past, present, or future, arising out of activities that USER conducts under a license/permit issued to USER by CITY.

'USER' Signature

Print Name

Title