

Hold Harmless Agreement – Use of City of Fulton Facilities

1. To the fullest extent permitted by law, _____ ("Sponsor") agrees to indemnify, defend and hold harmless the City of Fulton , its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to Sponsor's use of City's facilities, buildings, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Sponsor, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the Sponsor or anyone for whose acts the Sponsor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.
2. No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

For-profit organizations must comply with the insurance sections that follow. Individuals and not-for-profit organization may be required to comply with the insurance sections below at the sole discretion of the City of Fulton.

3. The Sponsor shall purchase and maintain the following insurance:
 - A. Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence bases.
 - B. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Sponsor with a combined single limit of \$1,000,000 minimum.
 - C. If Applicable, Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.
4. All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the City.
5. Prior to activities commencing the Sponsor shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.
6. If Sponsor maintains higher limits than the minimums required, the City of Fulton shall be entitled to coverage for the higher limits maintained by Sponsor.

7. Insurance required by the contract and supported by the additional insured endorsement shall be broad as necessary to support the hold harmless requirement in said contract or as broad as the Sponsor's insurance coverage, whichever is broader.

Fulton Street Fair

Description of Event

Downtown - Brick District (Court Street)

Location of Event - City Facility

4/20 - 4/21/25

Date(s) of Event

Sponsor Representative Name (Printed)

Sponsor Representative Signature

Date

City of Fulton Representative Name (Printed)

City of Fulton Representative Signature

Date