



## INDEMNIFICATION AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (Effective Date) among the City of Chula Vista, a charter municipal corporation of the State of California (City), and \_\_\_\_\_ (Vendor)(Host).

### **I. HOLD HARMLESS, INDEMNITY AND DEFENSE**

Vendor/Host, for performing Food Truck Services (Services) within the City, does hereby agree to protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Vendor/Host, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Services or this agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Vendor/Host, its employees, agents or officers, or any third party.

### **II. COSTS OF DEFENSE AND AWARD**

Vendor/Host acknowledges and agrees that it is Vendor's/Host's obligation to defend, at Vendor's/Host's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Vendor/Host further acknowledges and agrees that Vendor/Host shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

### **III. VENDOR OBLIGATIONS NOT LIMITED OR MODIFIED**

Vendor/Host acknowledges and agrees that Vendor/Host shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by Vendor/Host. Vendor/Host further acknowledges and agrees that Vendor/Host shall in no way limit, modify or excuse any of Vendor's/Host's other obligations or duties under this agreement.

**IV. ENFORCEMENT COSTS**

Vendor/Host acknowledges and agrees to pay any and all costs City incurs in enforcing Vendor's/Host's obligations hereunder.

**V. SURVIVAL**

Vendor/Host acknowledges and agrees that Vendor's/Host's obligations hereunder shall survive any termination of this agreement.

**IN WITNESS WHEREOF**, by executing this agreement where indicated below, City and Vendor/Host, for valuable consideration, agree that they have read and understood all terms and conditions of the agreement, that they fully agree and consent to be bound by the same, and that they are freely entering into this agreement as of the Effective Date.

**VENDOR/HOST**

**CITY OF CHULA VISTA**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
*[Insert City Signatory]*

\_\_\_\_\_  
Print Signatory Name

**Approved as to Form**

\_\_\_\_\_  
Print Signatory Title

By: \_\_\_\_\_  
Glen R. Googins, City Attorney

\_\_\_\_\_  
Print Signatory Telephone Number

\_\_\_\_\_  
Print Signatory Email Address

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_  
Print Signatory Address