

## INDEMNIFICATION AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, between \_\_\_\_\_, hereinafter referred to as Indemnitor, and City of Clear Lake, Iowa, hereinafter referred to as Indemnitee.

WHEREAS, the Indemnitor proposes to use the streets and surrounding premises for the purpose set forth in the Application hereto attached, and

WHEREAS, the Indemnitee has consented to the use of such property on the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Indemnitee to the Indemnitor, receipt of which is hereby acknowledged, and the right to use the public property involved in the agreement hereinafter set out, it is hereby agreed:

1. That the Indemnitor may use said premises for the purposes stated on the date or dates set forth in the Application.

2. Indemnitor agrees to indemnify, defend and hold free and harmless the Indemnitee, which shall include the City of Clear Lake, Iowa, its officials, members, agents, employees or contractors, and each of them, from any liability to the Indemnitor or to any other person or persons from any loss, damage or claim resulting from or on account of any injury or accident incurred while using the premises and further agrees to reimburse the Indemnitee for costs and expenses incurred by the Indemnitee including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen or resulted, or alleged to have resulted, from the presence, activities and promotions of any nature or otherwise of the Indemnitor, its, his or her agents, servants, or employees, on or adjacent to the premises involved.

3. The parties hereto agree that jurisdiction and venue for this Agreement is the Iowa District Court for Cerro Gordo County, Iowa, located in Mason City, Iowa, and this Agreement shall be interpreted by the laws of the State of Iowa. Indemnitor expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Iowa, in favor of the Indemnitee, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

4. If the Indemnitor, or its members, agents or employees shall fail to comply with this Agreement, this Agreement may be terminated by the Indemnitee and the right to use said premises by the Indemnitor shall cease.

5. Words and phrases herein shall be construed as singular or plural and as masculine, feminine or neuter gender according to the context.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

INDEMNITOR:

\_\_\_\_\_

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

INDEMNITEE:

CITY OF CLEAR LAKE

By: \_\_\_\_\_  
Nelson P. Crabb, Mayor

ATTEST:

\_\_\_\_\_  
Gail Robinson, City Clerk