

Village of Kent City INDEMNITY AGREEMENT

Mobile Food Vendor 2023

This indemnity agreement is dated _____, 2023, and is between _____ (“Indemnitor”), a mobile food truck vendor authorized and registered to conduct business in the State of Michigan and the Village of Kent City (“Village”), a local municipality in the State of Michigan, County of Kent.

WHEREAS, Indemnitor has requested permission to use a public way in terms of _____ and in accordance with Ordinance 2023-02 and Resolution 2023-08 for the purpose of mobile food truck vending, and has filled out the application and provided the necessary documentation.

NOW, THEREFORE, in consideration of receipt of permission from the Village to use the public way in accordance with Indemnitor’s plans, Indemnitor agrees that it will indemnify the Village, its officials, agents, representatives, and employees, from, against, or for all losses, claims, actions, costs and expenses (including but not limited to court costs, reasonable attorney’s fees and expert witness fees), judgements, subrogations or other damages (collectively, “claims”) resulting from any injury to a person or person or to property, arising out of Indemnitor’s use of public way, for which the Indemnitor, in whole or in part, or anyone whose acts Indemnitor may be liable, is liable.

Indemnitor further agrees to purchase commercial general liability insurance and maintenance insurance coverage for the duration of the use of the public way in the amount of no less than \$1 million per occurrence. Indemnitor shall provide the Village with an insurance certificate showing such coverage, prior to Indemnitor’s use of the public way, and Indemnitor shall provide the Village with new insurance certificates whenever the insurance policy is renewed. Such insurance shall contain a clause granting at least thirty days notice to the Village of intent to affect cancellation, non-renewal, or other material change which may have an adverse effect on such insurance policy.

The indemnification provided by this agreement shall apply to Claims occurring on or after the date on which Indemnitor begins using the public way, but shall not apply to any Claims occurring after Indemnitor ceases operations in the public way.

This agreement shall be binding on and inure to the benefit of successors and assigns of the respective parties. This agreement shall be valid for the Mobile Food Vending Season – May 15, 2023 through September 30, 2023.

Indemnitor: _____

Date: _____

Printed Name: _____

Name of Food Truck: _____

Village Official: _____

Date: _____