

VILLAGE OF MONTGOMERY
INDEMNIFICATION AND RELEASE AGREEMENT
FOR VILLAGE ROAD CLEAN-UP

THIS AGREEMENT made between _____, with a business address of _____ in the Village of Montgomery (the "Permittee") for the benefit of the VILLAGE OF MONTGOMERY, with offices located at located at 133 Clinton Street, Montgomery, New York 12549 (the "Village").

WITNESSETH:

WHEREAS, Permittee has applied to the Village for permission to operate a seasonal outdoor dining area with respect to its restaurant located at _____ in the Village pursuant to Village Code Chapter 79; and

WHEREAS, in accordance with Village Code §79-6(C)(5), as a condition of the Village granting such permission, the Village requires the Permittee to agree to: i) accept responsibility for any physical injury and /or property damage arising out of the Permittee's seasonal outdoor dining operations; ii) waive any claims for damages against the Village; and iii) indemnify and defend the Village with respect to any such claims raised by third parties,

NOW, THEREFORE, the Permittee agrees as follows:

1. Permittee agrees to fully waive, release, indemnify, save, and hold harmless the Village and all of its elected officials, contractors, officers, agents and employees from and against any and all liability of any type whatsoever, including but not limited to, any and all damages, expenses, causes of action, lawsuits, claims, penalties, fines, assessments or judgments relating to, arising out of or occurring in connection with the Permittee's operation of its seasonal outdoor dining area, other than those damages caused by the gross negligence of the Village.

2. Permittee shall, at its own cost and expense, defend any and all actions or suits which may be brought against the Village or any of its officers, agents or employees or in which the Village or said officers, agents or employees may be impleaded with others upon any such above-mentioned claim attributable to the conduct of Permittee. In the event of Permittee's failure to do so, the Village, at its option without being obliged to do so, may at Permittee's cost and expense and upon prior written notice to Permittee, defend any and all such suits or actions. Permittee shall satisfy, pay and discharge any and all settlements, awards and/or judgments that may be recovered against the Village or any of its officers, agents or employees in any such suits or actions which may be brought against the Village or any of its officers, agents or employees or in which the Village or any of its officers, agents or employees may be impleaded with others. Permittee shall pay the reasonable cost of any such defense, including but not limited to, the Village's reasonable attorney's fees, expert witness fees and costs related to such defense.

3. Permittee's obligations hereunder shall not be deemed waived, limited or discharged by the enumeration or procurement of any insurance for liability for damages hereunder.

IN WITNESS WHEREOF, the Permittee has executed this Release and Indemnification Agreement.

Print Name: _____

Signature: _____

Telephone #: _____

Email: _____

Date: _____

STATE OF NEW YORK)

)ss.:

COUNTY OF ORANGE)

On the ____ day of _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC