

EXHIBIT 1

**INDEMNIFICATION, DEFENSE AND HOLD HARMLESS
AGREEMENT**

To the greatest extent permitted by law, Permittee,

[PRINT NAME]

shall indemnify, defend, and hold harmless the City of Modesto and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses, including attorney fees arising out of, resulting from or in any manner related to, the granting of the attached special temporary outdoor operations permit and use of the City's property; including, but not limited to, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, loss of business, or injury to or destruction of tangible property including the loss of use resulting therefrom, regardless of whether or not it is caused in part by a party indemnified hereunder.

In the event the City determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the city should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails on every issue in the enforcement proceeding.

Permittee hereby acknowledges, understands, and agrees to the terms and conditions set forth in this Indemnification, Defense, and Hold Harmless Agreement and affirms that it is authorized and has legal authority to execute this Agreement.

Permittee verifies that the information in this application, any supplemental application, or attached item is true and accurate.

Applicant Signature: _____ DATE: _____

Print Name: _____

City personnel Signature: _____ DATE: _____

Print Name: _____

EXHIBIT 2

Permittee/Applicant is required to submit the following documents as proof of insurance before issuance of the permit. The insurance coverage shall be at least one million dollars per occurrence and two million dollars in aggregate, or as otherwise required by the City.

- Certificate of Insurance “ACORD” evidencing commercial general liability, automobile liability, and applicable workers’ compensation coverages.
- Additional Insured CG 20 10 Endorsement naming “the City of Modesto, its elective and appointive boards, officers, agents, employees and volunteers.”
- Commercial General Liability Waiver of Subrogation Endorsement.
- Workers’ Compensation Waiver of Subrogation Endorsement.