



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

USE OF PROPERTY AND HOLD HARMLESS AGREEMENT

Whereas, the _____ (name of "Organization") desires to use the property located at _____ ("the Premises") for a _____ ("Event").

Whereas, the Village of Brookfield, hereinafter referred to as the Village, agrees to allow the Organization to use the Premises for the Event in consideration of the Organization agreeing to assume all risk and liability pertaining to the Event.

Now therefore, the Organization agrees as follows:

To the fullest extent permitted by law, the Organization hereby indemnifies, defends, and holds harmless the Village and its officials, employees, agents and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from the Event or connected with an act or omission of the Organization, or an agent, invitee, guest, employee, or anyone in, on or about the Premises invited by and/or with the permission and consent of the Organization, with respect to the Premises or the operations, activities or services, of any nature whatsoever, of the Event, including, but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence, creation or maintenance of a dangerous condition of property, or intentional infliction of harm or violation of state and federal laws.

Nothing set forth in this Agreement shall be deemed a waiver by the Village of any defenses or immunities that are or would be otherwise available to the Village or its officials, employees, agents or volunteers under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of this Agreement or renewal thereof.

Without limiting the Organization's indemnification of the Village as provided above, the Organization shall provide and maintain at its own expense for the Event the below listed policies of insurance or liability coverage covering the activities, services or operations relating to the Event. All such insurance of the Organization and the insurance of the owners/operators shall be secured through a carrier(s) satisfactory to the Village. Satisfactory evidence of such insurance and any required endorsements, including the insurance required of the owners/operators, will be delivered to the Village Manager prior to the Event. The Village insurance or liability coverage shall always be deemed excess over any other insurance or liability coverage whether primary, excess, pro rata, contingent or any other basis.

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The Village, its officials, employees, agents and volunteers shall be named as an

additional insured on a primary and non-contributory basis under the policy or coverage by original endorsement signed by a person authorized to bind coverage.

- b. Liquor Liability: maintain a minimum of \$2,000,000 per occurrence for its sale of alcoholic beverages and require that any other party selling or serving alcoholic beverages during the Event shall provide Liquor Liability insurance in the same amount with the Village, its officials, employees, agents and volunteers named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.

All policies of insurance or liability coverage shall contain a waiver of subrogation as against the Village, its official, employees, agents and volunteers except with respect to the sole negligence of the Village.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Use of Property and Hold Harmless Agreement on behalf of the _____.

Agreed this ___ day of _____, 20__.

(Name of Business)

Signature of Authorized Person

(Authorized Person's Title)

VILLAGE APPROVAL

BY: _____
(Village Manager)