

**HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT**

THIS AGREEMENT is made by and between the City of Derby, a municipality operating under the Laws of the State of Connecticut and \_\_\_\_\_, hereinafter the "Licensee," of \_\_\_\_\_;

WHEREAS at the Meeting of the Board of Alderman of the City of Derby, on \_\_\_\_\_, it has been so authorized that;

WHEREBY: the Licensee desire to enter the premises located at \_\_\_\_\_ in the City of Derby, Connecticut, for a period of time between the hours of \_\_\_\_\_ to no later than \_\_\_\_\_, in order to \_\_\_\_\_.

WHEREAS, the City of Derby is agreeable to giving access to said premises for the event provided that City of Derby is held harmless and indemnified on account of any damages sustained to the premises or their personal property or personal injuries sustained by the Licensee and their guests upon such access.

NOW THEREFORE, the Licensee hereby agrees to hold the City of Derby Harmless and to indemnify them from and against all claims and liability for losses of or damages, or injuries to persons or property occurring in or about the premises caused by the act, omission or negligence of Licensee and or their guests or any agent of the Licensee. Licensee shall give the City of Derby prompt notice of any accident to or defect caused while in the course of conducting such activity.

IN ADDITION; The Licensee agrees not to enter the premises for such activity unless and until it maintains worker's compensation and / or liability insurance, for both personal injury and property damage coverage for themselves, their employees, contractor, invitees, agents and representatives.

IN ADDITION; The Licensee hereby agrees to hold the City of Derby Harmless and to indemnify them from and against all claims and liability from any party or union involving trademarks and copyright claims for the music it will perform.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of \_\_\_\_\_, 2007.

The City of Derby

\_\_\_\_\_  
The Honorable  
Anthony Staffieri  
Mayor

The Licensees

Witness:

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

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