

**BOARD OF PUBLIC WORKS AND SAFETY  
Agenda Request Form**

(Form B-01-2012)

*Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard.*

*Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.*

Date Submitted:	10/04/2016	Requested Meeting Date:	10/17/2016
		Confirmed Meeting Date:	

Received by:

**Contact Information: Please provide all requested information in the fields below. (Print or Type)**

On Behalf of Organization or Individual:	City of Franklin		
Name:	Lynnette Gray	Telephone:	(317) 738-3365
Title or Position:	City Attorney		
E-Mail:	lynng@jgmlawfirm.com		
Address:	63 E. Court St.		
City:	Franklin	State:	IN
		ZIP:	46131

**Who will attend the meeting and present the request?**

Name:	Lynnette Gray	Telephone:	(317) 738-3365
Title or Position:	City Attorney		
E-Mail:	lynng@jgmlawfirm.com		

**Please describe the purpose or title of your presentation.**

Request approval of Use, Indemnification and Hold Harmless Agreement to be submitted by entities and individuals requesting use of City property

**Supporting documents: All supporting documents should be submitted with the request form.**

1. Use, Indemnification and Hold Harmless Agreement

**USE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

This INDEMNIFICATION AND HOLD HARMLESS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ by and between the City of Franklin Board of Public Works ("the City") and \_\_\_\_\_ ("the Participant/Organizer").

WHEREAS, the \_\_\_\_\_ desires to use the following City-owned property ("the Property") on \_\_\_\_\_ in connection with the \_\_\_\_\_ ("the "Event"):

- \_\_\_\_\_
- and \_\_\_\_\_
- \_\_\_\_\_

WHEREAS, in exchange for making the Property available to \_\_\_\_\_ for such purposes, the City requires and \_\_\_\_\_ agrees to hold harmless and indemnify the City from any claims and/or litigation arising out of the use of the Property for the above- described event.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Hold Harmless.** In consideration of the City permitting \_\_\_\_\_ to use the above described property for the purposes set forth herein, \_\_\_\_\_ (individual) and/or its representatives, employees, agents, invitees, and/or volunteers shall defend, indemnify, and hold harmless the City from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, gross negligence or willful misconduct of \_\_\_\_\_, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of \_\_\_\_\_'s use of the Property. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursement to the City for all legal expenses and costs incurred by it, including any acts or alleged acts of the City's own negligence.
2. **Signage and Barricades.** \_\_\_\_\_ shall be responsible for setting out and removing appropriate signage and barricades to block off the Property for the \_\_\_\_\_ event.
3. **Insurance.** Participant/Organizer hereby represents that it has obtained the required insurance naming the City as an additional insured for the minimum coverage amounts specified by the City and has provided the City with a certificate of insurance. Participant/Organizer further represents that the insurance certificate delivered to the City is in full force and effect and shall not be cancelled prior to the event.
4. **Clean-up.** Participant/Organizer shall be responsible for maintenance of the Property in connection with the event and shall remove from the Property all trash and debris accumulated during the event, and shall return the Property to the City in the same condition as received. If the Property is not returned in the same condition, Participant/Organizer agrees to pay actual costs of clean-up.
5. **Authority to Enter Agreement.** Each party warrants that the individual signing this Agreement has the legal power, right, and authority to make this agreement and bind each respective party.

6. Amendment or Modification. No supplement, modification, or amendment to this agreement shall be binding unless executed in writing and signed by both parties.

**CITY OF FRANKLIN, INDIANA**

By \_\_\_\_\_  
Joe McGuinness, Mayor

ATTEST:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PARTICIPANT/ORGANIZER**

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_