

AGREEMENT TO INDEMNIFY AND HOLD HARMLESS, AND PROVIDE INSURANCE

You shall agree to indemnify and hold harmless the Town of Winthrop, its officers, employees, elected officials and agents, ("Town") against any and all claims, demands, causes of action, suits or judgements by or on behalf of any person, firm or corporation arising out of or connected in any way with the rental and/or use of the Winthrop Barn, its contents, equipment, personal property or outside parking and facilities by you, your agents, servants, employees or invitees. In case any action or proceeding should be brought against the Town by reason of such claim, the Town may, at its option, require the you to resist or defend such action or proceeding at your own cost and expense by legal counsel reasonably satisfactory to the Town.

Minimum scope of insurance

You shall provide and maintain insurance of the types described below at no cost to the Town:

- a. Commercial general liability: liability arising from premises, operations, independent contractors, and personal injury and advertising injury. Coverage shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage. The Town of Winthrop, its officers, employees, elected officials and agents shall be named by endorsement, or blanket language, as an additional insured under your commercial general liability insurance policy.
 - i. Liquor liability: If you will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If you are using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If you intend to sell alcohol either you or the vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Minimum amounts of insurance

You shall maintain at least the following insurance limits:

- a. Commercial general liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 aggregate limit.

Other insurance provisions

1. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the Town.
2. The insurance coverage shall be primary insurance coverage. Any insurance or self-insurance maintained by the Town shall be excess of your insurance and shall not contribute with it.
3. You hereby grant to the Town a waiver of any right to subrogation which any insurer you obtain may acquire against the Town by virtue of the payment of any loss under such insurance. You agree to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.
4. You shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and you shall ensure that the Town is an additional insured on insurance required from subcontractors.

By signing this:

I certify I am an authorized representative of the organization and I acknowledge that I have read, understand and agree to all rules, regulations, and specifics that are contained in this document. In the event that I am not representing an organization, then I acknowledge personally that I have read, understand and agree to all rules, regulations and specifics that are contained in this document.

Representative Signature or Personally

Date

Name of Organization or Person