



# CITY OF ROSLYN

National Historic District and Preserve America Community

## INDEMNIFICATION AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, between the City of Roslyn, County of Kittitas, State of Washington, referred to as INDEMNITEE, and \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, State of Washington, referred to as INDEMNITOR. For good and valuable consideration, receipt of which is acknowledged, it is hereby agreed:

### Section 1

Indemnitor undertakes to indemnify Indemnitee from any and all liability, loss or damage Indemnitee may suffer as a result of claims, demands, costs or judgments against it, arising out of the acts, failure to act, or activities that Indemnitor conducts under the City's license or permit, whether the liability, loss or damage is caused by, or arises out of, the negligence of Indemnitee or its officers, agents, employees or otherwise.

### Section 2

This agreement shall commence on the date that the City issues its license and/or permit to Indemnitor and shall continue in full force until the permit and license expire. Renewal of the permit and associated licenses (if any) automatically renew this agreement. The duty to indemnify the City for claims, demands, costs or judgments against it that arise during the agreement survives the expiration of the agreement.

### Section 3

Indemnitee agrees to notify Indemnitor in writing, within 30 days, by registered mail, at Indemnitor's address, as stated in this agreement, of any claim made against Indemnitee on the obligations indemnified against.

### Section 4

Indemnitor agrees to defend against any claims brought or actions filed against Indemnitee with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the Subject of indemnity herein, Indemnitor agrees that Indemnitee may employ attorneys of its own selection to appear and defend the claim or action on behalf of Indemnitee, at the expense of Indemnitor. Indemnitee, at its option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromises or settlement of any claims or against Indemnitee.

### Section 5

Vouchers, or other similar, proper evidence showing payment by Indemnitee of any loss, damage, or expense covered under this agreement shall be conclusive evidence (except for fraud) against Indemnitor of the fact and amount of Indemnitor's liability hereunder.

### Section 6

Indemnitor covenants that he/she will never institute any action or suit at law or in equity against Indemnitee, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of services, expenses, or compensation on account of any damage, loss or injury either to person or property, or both whether developed or undeveloped, resulting to or to result, known or unknown, past, present, or future, arising out of activities that Indemnitor conducts under a license/permit issued to Indemnitor by Indemnitee.

### Section 7

This instrument reflects the entire covenant between Indemnitor and Indemnitee, and no statements, promises, or inducements made by Indemnitee or any agent of Indemnitee that are not contained herein shall be valid or binding.

IN WITNESS WHEREOF, the parties have executed this agreement at Roslyn, Washington the year and the day first written above.

\_\_\_\_\_  
City of Roslyn, City Clerk

\_\_\_\_\_  
Indemnitor