

Hold Harmless and Indemnity Agreement

WHEREAS City of Marengo is the owner of Calvin Spencer Park at 351 Hale Street, Marengo, IL

WHEREAS _____ (known as "renter") wishes to use the Location for

Marengo Market

_____ on the following date(s): 05/29, 06/26, 07/31, 08/28, 09/25 .

Rain Dates: 06/05, 08/07, 09/04, 10/02

WHEREAS both parties wish to enter into an agreement to hold City of Marengo harmless and to indemnify City of Marengo against claims caused by allowing use of the Location for the purposes herein;

IT IS HEREBY AGREED:

In consideration for the use of the Location in areas designated by City of Marengo the renter of the property agrees to hold City of Marengo harmless and waives any claims the might have against City of Marengo relating to the use of the Location. The renter assumes all risk of loss and damage and will indemnify and hold harmless City of Marengo in relation to any and all claims from itself, its agents and employees, as well as any third parties that arise as a result of this use of the Location.

The renter will cover any and all costs, including but not limited to, reasonable attorney's fees, if any claim is brought against City of Marengo in relation to the use of the Location. If a court finds the renter in breach of this Agreement, the renter will reimburse City of Marengo all attorney's fees and costs associated with defending all claims and this Hold Harmless Agreement.

Assented and Agreed To:

Assented and Agreed To:

City of Marengo, Illinois

Name of Renter

Signature

Signature

Name

Name

Date

Date