

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made this ____ day of _____, 2018 by and between _____ and the City of Sonora, California ("Sonora").

For good and valuable consideration including the consent of Sonora to photograph, videotape, and record scenes at _____ in Sonora ("the location") during _____, 2018 for its television program, _____ hereby agrees to defend, indemnify, save and hold harmless Sonora, its officials, employees, agents, officers, directors, and each of them, from any and all threatened or actual third party claims of any kind, and all losses, damages, settlements, judgements, liabilities, costs, and expenses (including but not limited to, the reasonable fees of outside attorneys, consultants and expert witnesses and all related costs and expenses) arising out of or relating to (a) any act or omission by _____ or any of its officers, directors, employees, or agents or the conduct of _____ business that violates the rights of any third parties; and/or (b) the inaccuracy of, or default or breach of any of the terms, obligations, covenants, representations and/or warranties made by _____. Sonora shall give _____ prompt written notice of any action, suit, or claim and shall cooperate in the defense of such claim. No suit, action or claim to which an indemnification obligation applies may be settled without prior written approval of _____.

_____ at its own expense, shall secure and maintain in full force and effect during _____ presence at the Location the following types and limits of insurance:

- (a) Commercial General Liability Insurance and Excess Liability providing combined single limits of \$2,000,000 per occurrence for bodily injury (including death) and/or property damage liability (which insurance should cover, at a minimum, liability arising from products and completed operations, personal injury/advertising injury, host liquor liability, TRIA or any future renewal program thereof to include non-certified terrorism, and contractual liability);
- (b) Automobile Liability Insurance with combined single limits of \$2,000,000 per accident for bodily injury (including death) and property damage liability;
- (c) Statutory Worker's Compensation and Occupational Disease Disability Insurance; and
- (d) Employer's Liability Insurance providing bodily injury (including death) by accident, bodily injury by disease per policy, and bodily injury by disease per employee, with liability limits of no less than \$1,000,000 per occurrence.

Sonora shall be named as an additional insured on a primary and non-contributory basis on all insurance policies listed above and _____ shall furnish to Sonora evidence of such insurance coverage in the form of Certificates of Insurance.

AGREED TO AND ACCEPTED:

Name:
Title:

AGREED TO AND ACCEPTED:

City of Sonora

Timothy A. Miller,
City Administrator