

## **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

### **THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_ with offices as

\_\_\_\_\_, and the  
**CITY OF AURORA** (the "City") with offices at 44 E. Downer Place, Aurora, IL 60507.

### **RECITALS**

**WHEREAS**, \_\_\_\_\_ is the current owner of the property located at \_\_\_\_\_ (the "Property").

**WHEREAS**, the City requests to conduct police and fire emergency response and rescue exercises on \_\_\_\_\_'s property on \_\_\_\_\_ and \_\_\_\_\_ agreed to the City's use of the Property for such purposes.

**WHEREAS**, the City's use of Property may result in damage, including but not limited to, damage to the Property, damage to individuals on the Property at the time of the City's use of the Property, or damage to adjacent Property as a result of the City's use of the Property.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, \_\_\_\_\_ and the City agree as follows:

1. The Recitals are incorporated into and made a part of this Agreement.
2. The City for itself and its respective managers, agents, fiduciaries, employees, insurers, legal representatives, officers, directors, beneficiaries, successors, assigns and any other party claiming under it, do hereby agree to indemnify, defend and hold harmless \_\_\_\_\_ and its respective partners, members, managers, agents, employees, shareholders, insurers, subsidiaries, affiliates, beneficiaries, legal representatives, officers, directors, successors, assigns, and any other party claiming under it, from all claims, demands, actions, causes of action, duties, fees, sums of money, including court costs and attorney's fees, suits, reckonings, contracts, controversies, agreements, promises, damages, responsibilities, liabilities, and accounts of whatsoever kind, nature, or description, known or unknown, direct or indirect, in contract or in tort, at law or in equity, whether arising by statute, common law or otherwise, which could or will be brought by any third-party (collectively "Claims") from and after the date of this Agreement arising out of the City's use of \_\_\_\_\_'s Property to conduct exercises as stated herein.
3. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of each party and their respective successors and assigns, and each party shall cause the successor owner to assume its obligations under this Agreement and agree to be bound by the terms hereof from and after the date of such assumption. No party hereto shall be

released from any obligations accruing under this Agreement prior to the date any successor assumes such party's obligations hereunder.

Miscellaneous.

- (a) This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.
- (b) This Agreement may be signed in several counterparts each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.
- (c) Nothing in this Agreement shall be deemed or construed to create any relationship of principal and agent or of partnership, or of joint venture, or of any association, between \_\_\_\_\_ and the City.
- (d) The captions to the Sections of Agreement are for convenience only and do not define, limit or describe the scope or intent of this Agreement.
- (e) Each party hereto represents and warrants to the other party, that this Agreement was duly authorized by all necessary corporate or partnership action duly taken and that the individuals signing this Agreement on behalf of such party are duly authorized and empowered to execute this Agreement on its behalf.
- (f) If any term of this Agreement, or the application thereof to any party of circumstance, shall be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.
- (g) This Agreement contains the final and entire agreement among the parties hereto. No change or modification of this Agreement, or any waiver of the provisions hereof, shall be valid unless the same is in writing and signed by the parties hereto.
- (h) The terms of this Agreement shall be considered the workmanship of all parties and shall not be construed against the drafting party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

{Private Entity Name}

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF AURORA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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