



**CITY OF BERKLEY**  
**COMMUNITY DEVELOPMENT**  
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

**CITY OF BERKLEY MICHIGAN**  
**OUTDOOR DINING**  
**HOLD HARMLESS AGREEMENT**

*This Hold Harmless Agreement is between \_\_\_\_\_, (the Applicant) and the City of Berkley, Michigan, (City) for outdoor dining.*

Applicant Name \_\_\_\_\_  
Business Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_

To the fullest extent permitted by law, the Applicant expressly agrees to indemnify and hold harmless the City of Berkley, Its elected and appointed officials, its employees and volunteers and others working on behalf of the City, from and against all loss, cost, expense, damage, liability or claims (whether groundless or not) arising out of bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons participating at the above location in outdoor dining.

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the Applicant or anyone acting on its behalf in connection with or incidental to this agreement. The Applicant shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the Applicant shall pay:

- Any and all judgments which may be recovered.
- Any and all expenses, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred.

The Applicant shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

Authorized Representative \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_