

HOLD HARMLESS, INDEMNIFICATION, RELEASE AND WAIVER AGREEMENT

In exchange for the City of New Haven (“City”) and New Haven Parking Authority (“NHPA”) allowing **Owner Name:** _____ and the business **Business Name:** _____ (collectively known as **Business Name:** _____), with a mailing address of **Street Address:** _____, New Haven, Connecticut 06510, to utilize one or two parking spaces in the street directly in front of the property at **Business Name:** _____ in order for **Business Name:** _____ to provide patrons of its store an outdoor *Wooden Bollard/Lattice*, or outdoor dining space, for 2021, **Owner Name:** _____ and **Business Name:** _____ do hereby:

1. release the City and NHPA and their employees, agents, representatives and servants from liability to **Business Name:** _____ and **Business Name:** _____ owners, employees, agents, representatives, and servants from any and all claims for damages, expenses, payments and losses relating to personal injury and property damage which may occur to **Business Name:** _____, **Business Name:** _____ owners, employees, agents, representatives, and/or servants arising out of or resulting directly or indirectly from the performance of any obligation or act or omission to act of the City and NHPA or their employees, agents, representatives and servants, including without limitation negligence, relating to use of the *Wooden Bollard/Lattice* by **Business Name:** _____, **Business Name:** _____ employees, agents, representatives and/or servants, and waive its rights to assert any such claims in a legal action or otherwise;
2. agree to indemnify, defend and hold harmless the City and NHPA, their agents, servants and employees from and against all claims, damages, expenses, payments and losses, including but not limited to, reasonable attorney’s fees, arising out of or resulting directly or indirectly from the performance of any obligation or act or omission to act by **Business Name:** _____ and/or **Business**

Name: _____ owners, employees, agents, representatives, and/or servants, including without limitation negligence, relating to the use of a parking space *Wooden Bollard/Lattice*;

3. represent that **Business Name:** _____ has the authority to execute this Hold Harmless, Indemnification, Release and Waiver Agreement (“Agreement”); and
4. agree to provide the City and NHPA with a certificate of insurance evidencing **Business Name:** _____ public liability insurance, which shall have a limit of not less than One Million Dollars and Zero Cents (\$1,000,000.00) covering personal injury and property damage, and add the City of New Haven as a certificate holder and an additional insured; and
5. Agree to maintain and keep free from litter and dirt the *Wooden Bollard/Lattice*.

Connecticut law will govern this Agreement and all disputes relating thereto must be brought in a court located in New Haven, Connecticut.

Business Name: _____ has fully read and fully understands the above, affirms its authority to execute, and hereby accepts the terms of this Agreement.

Business Name: _____

By: _____

Date: _____

Owner Name

Title:

Duly Authorized

STATE OF CONNECTICUT)

, 2021

) ss: New Haven

COUNTY OF NEW HAVEN)

Personally appeared, _____ (first and last name), _____ (title) of Business Name: _____, signer and sealer of the foregoing instrument, and acknowledged the same to be the duly authorized free act and deed of Business Name: _____ and his/her free act and deed as _____ (title) thereof, before me.

Commissioner of the Superior Court

Notary Public

My Commission Expires: _____