



**CITY OF SEDRO-WOOLLEY
HOLD HARMLESS AGREEMENT
COVID-19 EMERGENCY - TEMPORARY
SIDEWALK CAFÉS AND PARKLETS**

THE UNDERSIGNED, _____, of
_____, Washington, hereby agrees to indemnify and hold the
City of Sedro-Woolley, it's employees, elected officials, insurers and volunteers harmless from and
against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or
damage to property, which arises from any activity, work or thing done, permitted, or suffered by User
in or about the Rights of Way, except only such injury or damage as shall have been occasioned by the
sole negligence of the City, whatsoever, arising from the operation of a temporary sidewalk café or
parklet as defined in Sedro-Woolley Public Works Policy on Temporary Outdoor Dining Areas in
Rights of Way to

(Address)

on the Rights of Way of the City of Sedro-Woolley, and to defend the City against any claim and/or
pay any judgment related in any manner to the approval and/or conduct of such use.

The undersigned further agrees to operate and maintain the temporary sidewalk café or parklet in a
safe manner, so that it is not a hazard to pedestrian or vehicular traffic, and to conform to ADA
requirements and all zoning, traffic and safety ordinances of the City of Sedro-Woolley.

The undersigned further agrees to remove the parklet by October 25th 20____, or immediately in
the event it should be deemed by the City (Police Chief, Fire Chief, Public Works Director) to be
hazardous to the health, safety and welfare of the City.

Insurance Requirements:

The User shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with use of the rights of way.

User shall provide a certificate of insurance evidencing:

General Liability insurance covering premises, products-completed operations and contractual liability. The City shall be named as an additional insured on the User's General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it. The User shall provide a certificate of insurance evidencing the required insurance before using the premises.

Additional Alcohol Insurance Requirement:

If Alcohol is available for consumption on premises, whether sold or not, User shall procure and maintain for the duration of the agreement Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The City is to be named as an additional insured on the Liquor Liability insurance.

Dated this _____ day of _____, 20_____.

Signature

Print Name

For: _____