

**HOLD HARMLESS AGREEMENT FOR CITY OF BUFFALO  
SMALL BUSINESS SOCIAL DISTANCING EXTERIOR PREMISES PERMIT**

By accepting a CITY OF BUFFALO SMALL BUSINESS SOCIAL DISTANCING EXTERIOR PREMISES PERMIT, the undersigned PERMIT HOLDER hereby agrees to defend, indemnify and hold harmless the CITY OF BUFFALO, its officers, and employees, against any and all claims, lawsuits, causes of action, judgments, or other liability, arising from injury to person or property, sustained by any person, association, partnership, corporation, or other entity, arising directly or indirectly from the acts or neglect of the PERMIT HOLDER, its officers, agents, employees, or members, participants, guests, invitees, or persons under the control of the PERMIT HOLDER.

In furtherance of the foregoing indemnification, the PERMIT HOLDER also hereby agrees to provide evidence (in the form of an ACORD certificate of liability insurance) of insurance policies of General Liability and Liquor Liability insurance (applicable whenever alcohol is served or sold on the exterior premises) and agrees to maintain said policies of insurance in force during the course of the permitted use of the exterior premises, including the start date, end date, which will include set-up and breakdown. Said policies of insurance shall protect against liability arising from all matters in connection with the permitted use of the exterior premises and/or in any way relating to PERMIT HOLDER'S activities in connection therewith. Said policies of General Liability and Liquor Liability insurance coverage shall each be maintained in the sum of not less than \$1,000,000 per occurrence (or higher amount at the sole discretion of the City).

The City of Buffalo shall be named as an additional insured and certificate holder under the General Liability, including any Excess/Umbrella Liability policy, and Liquor Liability insurance policies (with the permitted use of the exterior premises being set forth or described in the description of operations box of the certificate of insurance). In the event the permitted use of exterior premises is in a City Olmsted Park, the Buffalo Olmsted Park Conservancy must also added as an additional insured under said policies and as an indemnitee. In the event the permitted use of exterior premises is to be held in an area or areas under the management of Buffalo Place, then Buffalo Place, Inc. must also added as an additional insured under said policies and as an indemnitee.

At its own expense, the PERMIT HOLDER shall indemnify, defend and hold harmless in any and all causes of action, lawsuits or claims brought against the CITY OF BUFFALO, its officers or employees, and also, where applicable, the Buffalo Olmsted Park Conservancy or Buffalo Place, Inc.

\_\_\_\_\_  
Name of Permit Holder

\_\_\_\_\_  
Name of Signer

\_\_\_\_\_  
Title (If Holder is not an individual)

\_\_\_\_\_  
Mailing address (city, state, zip)

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Signature - Permit Holder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - COB Department Head

\_\_\_\_\_  
Date