

INDEMNITY AGREEMENT

THIS AGREEMENT is made and entered into as of _____, 20__, by and between _____, a California (non-profit) corporation (“Organization”), and the CITY OF PALOS VERDES ESTATES, a municipal corporation (“City”).

WHEREAS, pursuant to City’s approval, which was given _____, 20__, Organization will be providing services/a performance at the (describe event) _____ on _____, 20__; and,

WHEREAS, the parties desire to assign the risk for accidents that may occur arising out of Organization’s **services/performance**.

NOW, THEREFORE, the parties agree as follows:

1. Organization and its successors-in-interest shall indemnify, defend and hold harmless City and its elected and appointed officials, officers, employees, agents, contractors and consultants from and against any and all claims, lawsuits, judgments, liability, injury or damage which may result, directly or indirectly, from Organization’s or any to its officers’, employees’, agents’ or volunteers’ actions or omissions related to the Event except for damages arising from the sole negligent or wrongful conduct of the City.

2. This Agreement shall be governed by the laws of the State of California and venue for any action by City or Organization related to this action shall be brought in Superior Court of Los Angeles County.

3. If any litigation is brought by Organization or City to enforce this Agreement, then the prevailing party shall be entitled to an award of reasonable attorney’s fees and court costs.

4. The effective date of this Agreement is the date first written above.

ORGANIZATION

By: _____

Print name: _____

Its: (title) _____

CITY OF PALOS VERDES ESTATES

By: _____

Anton Dahlerbruch, City Manager