



Town of Jonesborough, Tennessee

Special Event Permit Application

EXHIBIT 1 – Hold Harmless and Indemnity Agreement

This agreement made on the ____ day of _____, 20____, in the Town of Jonesborough, County of Washington, State of Tennessee.

The parties to the agreement are the undersigned _____,
(Name of Organization or Sponsor)

Called “indemnitor”, and the Town of Jonesborough, Tennessee called “indemnitee.”

Indemnitor has submitted a Special Event Permit Application to indemnitee. The agreement attached as Exhibit 1 to that application. Approval of that application is expressly conditioned on the execution of this agreement, indemnitee has agreed to review for approval the application for a special event and if approved to allow the indemnitor’s special event to take place within the limits of the Town of Jonesborough in consideration of the indemnitee’s allowing the event to take place and \$1.00, receipt of which by indemnitor is acknowledged, the parties agree as follows:

SECTION 1

Scope of Indemnity

Indemnitor undertakes to indemnify and to save harmless indemnitee from any liability, loss or damages indemnitee may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation within the limits of the Town of Jonesborough, County of Washington, State of Tennessee, of the special event outlined in the application or the management thereof.

Indemnitor assumes full responsibility for all damages and injury that may result to any person or persons or to adjoining property by reason of the excavation for, and the erection, construction, and maintenance of, any structures put in place for the event and agrees and covenants to indemnify indemnitee against any such claim(s).

Indemnitor expressly undertakes to indemnify and to save harmless indemnitee from all liability and/or loss or damages for or arising out of the special event outlined in the application, whether it be caused by the negligence of indemnitee, indemnitee’s agents or employees, indemnitee’s contractors or otherwise.

SECTION 2

Period Covered

The indemnity will extend from the date of this agreement to and including the date the special event concludes, including cleanup.

SECTION 3

Expenses, Attorney’s Fees, and Costs

Should it become necessary for the purposes of resisting, adjusting, or compromising any claim(s) or demand(s) arising out of the subject matter with respect to which indemnification is provided by this agreement, or for purposes of enforcing this agreement, for indemnitee to incur any expenses, or become obligated to pay any attorney’s fees or court costs, or costs within a reasonable time, in no event to exceed thirty days, after receiving written notice from indemnitee of the incurring of such expenses, attorney’s fees or costs.

SECTION 4

Interest

Indemnitor agrees to pay indemnitee interest at the rate of ten (10) percent per annum or any necessary expenses or costs incurred by indemnitee in the enforcement of this indemnity contract, or on any sums indemnitee is obligated to pay with respect to the matters to which indemnity is given in the contract, from the date such expenses or costs are incurred, or such sums are paid.

SECTION 5

Notice of Claim Against Indemnitee

Indemnitee agrees to give indemnitor ten (10) days written notice of any claim made against indemnitee on the obligations indemnified against.

Executed on the date first written above:

Organization: _____ By: _____
Printed Name: _____ Title: _____

**STATE OF TENNESSEE
COUNTY OF WASHINGTON**

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself/herself to be the _____(title) of _____(organization), and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of organization by himself/herself as such officer.

WITNESS my hand and seal at office in the State and County aforesaid, this, the _____ of _____, 20____.

NOTARY PUBLIC

My Commission Expires:
