

Agreement of Indemnity For Operation of a Mobile Food Unit

This Hold Harmless and Indemnification Agreement (the "Agreement") made and entered into this ____ day of _____, 20__ by and between the City of Forest Park, Georgia, a municipal corporation of the State of Georgia (the "City") and _____ ("Vendor").

Whereas, the City has specified certain areas of the city in which a mobile food vendor may conduct business (collectively, the "Property");

Whereas, Vendor has requested that the City consent to temporary use of certain areas of the Property upon which Vendor can sell or offer to sell certain food and/or beverage items (the "Goods") and the City agreed to permit such temporary, revocable use of the Property on the condition that the Vendor covenants and agrees to the terms of this Agreement.

Therefore, in consideration of the City allowing the Vendor the temporary, revocable use of certain areas of the Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor covenants and agrees as follows:

1. Vendor shall indemnify, defend and hold harmless the City, its officers, agents, employees and contractors from and against any and all actions, claims, liabilities, assertions of liabilities, losses, damages, costs and expenses whatsoever (including, but not limited to, attorney's fees) which in any manner may arise or be alleged to have arisen or resulted or be alleged to have resulted, directly or indirectly, from Vendor's use of any portion of the Property. Vendor's obligation to indemnify, defend and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage, except for loss or damage arising from the sole negligence or willful misconduct or gross negligence of the City. This provision shall survive the expiration or earlier termination of Vendor's use of the Property.
2. Vendor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for worker's compensation insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage, shall be one-million dollars (\$1,000,000) per person and one-million dollars (\$1,000,000) per occurrence for bodily injury and one-million dollars (\$1,000,000) per occurrence for property damage. In addition to the above general coverage, Vendor shall maintain professional liability insurance coverage with limits of two-million dollars (\$2,000,000) per occurrence and in aggregate.
3. Vendor shall provide certificates of insurance evidencing the coverage required herein at the beginning of the term of this Agreement. Vendor shall deliver new certificates of insurance evidencing such coverage at the time any term of this Agreement is extended or renewed and at any time a new policy is issued, renewed, or non-renewed. Moreover, at any time during any term of this Agreement, upon the request of the City, Vendor shall provide proof sufficient to the satisfaction of the City that such insurance providing the coverage required herein continues in force and effect. Continuous insurance coverage as required by this Section is an essential term of this Agreement.
4. At all times during the term of this Agreement, Vendor shall be an independent contractor and shall not be an employee of the City. Neither the City nor any of its officers, employees or agents shall have control over the conduct of Vendor or any of its employees or agents except as otherwise set forth in this Agreement. Vendor and any of its employees and agents, performing any service under this Agreement, shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any

compensation, benefit, or any incident of employment by City. Vendor shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. Vendor shall not represent in any manner that it is, or that any of its employees or agents are, employees of City.

5. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges and immunities as set forth in the Official Code of Georgia Annotated and/or the Constitution of the State of Georgia.
6. This Agreement shall expire at the earlier of the following events: (a) the City revokes its consent to Vendor's temporary use of the Property; or (b) the expiration of the one (1) year period commencing from the date of this Agreement or such other sooner date upon which a city ordinance regulating Mobile Food Vendors is approved.
7. This Agreement contains the entire agreement between Vendor and the City concerning indemnification.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ____ day of _____, 20__.

CITY OF FOREST PARK, GEORGIA

By: _____

Title: _____

VENDOR

By: _____

Title: _____

Further, I have read the entire registration form above and do hereby agree to the terms set forth by the City of Forest Park Planning, Building and Zoning Department. I realize that failure to abide by this registration can forfeit any and all monies which may have been paid to reserve the location. I realize that by signing above and below I am personally liable for any and all fees, damages, and costs incurred as a result of my act(s), error(s), and omission(s) deriving from the event(s) described herein.

Vendor

Signature _____ Date _____

Approved by the City:

Signature _____ Date _____

Amount Paid: _____ Receipt # _____

By signing your name to this Agreement, you are binding the Mobile Food Vendor listed above and you represent that you have the authority to enter into this Agreement.

City of Forest Park Insurance Requirements for Mobile Food Units

Any Vendor or applicant for a MFU Permit shall maintain insurance policies as required below. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Copies of such insurance policies shall be filed with the Office of Business Support. If the policy of insurance required by this section lapses for any reason, the Permit issued shall become void.

- ☐ **Commercial General and Umbrella Liability Insurance.** A Mobile Food Vendor Unit shall maintain a one million dollar (\$1,000,000.00) liability insurance policy. Proof of current liability insurance, issued by an insurance company licensed to do business in Georgia, protecting the mobile food vendor, the public and the city from all claims for damage to property and bodily injury, including death, which may arise from operation under or in connection with the Vendor Permit. Such insurance shall name the city as an additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date without thirty (30) days advanced written notice to the City.

Such insurance shall:

1. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the vendor including food products, materials, parts, or equipment sold, furnished or utilized in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.
 2. For any claims related to its operations, Vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Vendor's insurance and shall not contribute with it.
- ☐ **Automobile Liability Insurance.** To include vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Vendor.
 - ☐ **Workers' Compensation Insurance;** If applicable, Vendors shall maintain workers' compensation insurance with statutory limits as may be required by the State of Georgia or other applicable laws and employers' liability insurance with limits of not less than \$500,000.
 - ☐ **Other Insurance Requirements.** The Vendor shall:
 1. Prior to commencement of operations, furnish the City with original certificates and amendatory endorsements effecting coverage as required and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Forest Park. Proof of policy provisions regarding notice of cancellation will be required.
 2. Upon the City's request, provide certified copies of endorsements.
 3. Replace certificates and endorsements for any such insurance expiring prior to completion of operations.
 4. Maintain such insurance at all times during its operations. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a violation of these guidelines.
 5. Disclose any deductibles and/or self-insured retentions greater than \$50,000, which must be approved by the City of Forest Park prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.
 6. Agree, through its insurer, to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from the Vendor's operations. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

Required Documents Checklist

This page is for reference only.

Additional documents or information may be required by the Planning, Building and Zoning Department.

Required Item	Applicant/Vendor	Staff
Copy of City or other jurisdiction business licenses	☐	☐
Copy of GA and Clayton County Department of Health license	☐	☐
Copy of driver license(s) and vehicle registration information	☐	☐
Identification of the location(s), dates and times intended to conduct business	☐	☐
If temporary seating planned, a scaled drawing indicating where such seating shall be located	☐	☐
Permit Fee payable to the City of Forest Park	☐	☐
Commercial General and Umbrella Liability Insurance and endorsements ¹	☐	☐
Automobile Liability Insurance and endorsements ¹	☐	☐
Copy of Food and Beverage Menu	☐	☐
Signed Indemnification Agreement ²	☐	☐
If operating on private property, written consent of the owner	☐	☐
Color Photo of Vehicle	☐	☐

¹ Specific insurance requirements can be found on the following page.

² The Indemnification Agreement is enclosed in this Application packet and must be signed prior to submitting the Application.

Office Use Only

Date of Receipt of Application:

Permit Number:

Issue Date: