

## SIDEWALK CAFÉ INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the **VILLAGE OF CAZENOVIA**, a municipal corporation of the State of New York, with its offices located at 90 Albany Street in the Village of Cazenovia, Madison County, New York, hereinafter designated as the "Village" and \_\_\_\_\_, with its principal place of business within the Village of Cazenovia at \_\_\_\_\_, Cazenovia, New York, hereinafter designated as the "Applicant".

WHEREAS, the Applicant has applied for and/or been issued a permit to operate a sidewalk café within the Village of Cazenovia at the premises located at \_\_\_\_\_, Cazenovia, New York, and

WHEREAS, the issuance of such permits is governed by the provisions of Chapter 141 of the Code of the Village of Cazenovia, which requires the Applicant to enter into this Agreement.

### NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. Agrees to repair, at the Applicant's sole expense, any damage to the sidewalk or other facilities of the Village of Cazenovia as a result of the operation of the Applicant's sidewalk café. Upon request, the Applicant agrees to file with the Village a performance bond in such amount as may be determined by the Village in order to secure the Applicant's obligation to make such repairs.
2. The Applicant, on behalf of his, hers or its heirs, successors, assigns and representatives, hereby releases and agrees to hold harmless and

indemnify the Village, its officers, officials, agents and/or employees with respect to any and/or or all injury, disability, death or loss, damage to person or property or any claim whatsoever that results from any occurrence upon the Applicant's premises, or that may be asserted as a direct or indirect result of the operation of the Applicant's sidewalk café.

3. Applicant shall procure and keep in effect comprehensive general liability insurance, including contractual liability coverage, with minimum limits of \$500,000.00 per occurrence for bodily injury, death and property damage, which insurance shall name the Village as an additional insured, shall specifically include the liability assumed hereunder by Applicant and shall provide that it is primary insurance and not excess over or contributory with any other valid, existing and applicable insurance in force for or behalf of the Village and shall provide that the Village shall receive thirty (30) days notice from the insurer prior to any cancellation or change of coverage. A copy of such policy(s) and/or certificate(s) evidencing the existence of such coverage under the terms stated herein, shall be provided to the Village.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first-above.

VILLAGE OF CAZENOVIA

By: \_\_\_\_\_

STATE OF NEW YORK       )  
COUNTY OF MADISON     ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, the undersigned, personally appeared, \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK       )  
COUNTY OF MADISON     ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, the undersigned, personally appeared, \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public