



City of Maryville Special Event Contract Requirements & Hold Harmless Agreement

SPECIAL EVENT CONTRACT REQUIREMENTS

- The EVENT ORGANIZER shall purchase and maintain the following insurance:
 - Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence bases.
 - *Events with Alcohol*: Certificate of Insurance must include liquor liability coverage.
 - Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by EVENT ORGANIZER with a combined single limit of \$1,000,000 minimum.
 - Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.
- All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the City.
- Prior to activities commencing the EVENT ORGANIZER shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.
- No provision of this agreement shall constitute a waiver of the City’s right to assert a defense based on the sovereign immunity, official immunity or any other immunity available under law.
- If the event organizer maintains higher limits than the minimums required, the City requires and shall be entitled to coverage for the higher limits maintained by the event organizer.
- Insurance required by this contract and supported by the additional insured endorsement shall be as broad as necessary to support the hold harmless requirement in said contract or as broad as the indemnitor’s insurance coverage, whichever is broader.
- If the event involves physical activity and a participant fee (such as 5k fun run), the EVENT ORGANIZER must include and protect the City in its hold harmless wording on their participant waivers.
- Approval from City Council.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, EVENT ORGANIZER agrees to indemnify, defend and hold harmless the City of Maryville, its officers, agents, volunteers, employees, invitees, and lessees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys’ fees, court costs, or alternative dispute resolution costs arising out of, or related to EVENT ORGANIZER’S use of City facilities, buildings, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of the EVENT ORGANIZER, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the EVENT ORGANIZER or anyone for whose acts as the EVENT ORGANIZER may be liable, regardless of whether caused in part by the negligence or wrongdoing of the City and any of its agents or employees.

CITY OF MARYVILLE, MISSOURI A MUNICIPAL CORPORATION

CITY OF MARYVILLE

EVENT ORGANIZER

Mayor, City of Maryville

Authorized Representative

ATTEST:

Title

Sheila Smail, City Clerk

Date