



Release & Indemnity Agreement Between City of Marietta and Permittee (A-Frame or Tables)

In consideration and as a condition of the City of Marietta issuing to Permittee that certain permit submitted to the Planning & Zoning Division (the "Permit") to allow Permittee the opportunity to use a portion of that certain sidewalk in the manner described in the Permit, Permittee does hereby agree to all of the following terms and conditions:

SECTION 1: Permittee agrees to and shall hold harmless, indemnify, and defend (with counsel acceptable to City) City and City's officers, employees, contractors, agents and representatives from and against any and all causes of action, claims, actions, demands, damages, losses, expenses, or liability, in law or equity, of any kind or nature whatsoever, including without limitation for injury or death to anyone or for any property damage, resulting from or related to any operation or activity undertaken pursuant to the Permit. The foregoing hold harmless and indemnity agreement shall apply in all cases regardless of whether there is any negligence or wrongdoing on the part of City, excepting only the sole and willful active misconduct of City, its officers, employees or agents.

Permittee also agrees that Permittee, its heirs, spouses, guardians, legal representatives, and assigns will not make a claim against, or sue, City of Marietta, its officers, agents or employees for injury, death or property damage arising from the negligence or other acts by the City of Marietta, its officers, agents or employees, or as a result of acts of third-parties, as a result of activities undertaken pursuant to the Permit.

Permittee hereby releases and discharges City of Marietta, its officers, agents and employees from all actions, claims or demands that Permittee, its heirs, guardians, legal representatives or assigns now have or may later have for injury, death or property damage resulting from activities undertaken pursuant to the Permit.

SECTION 2: Permittee agrees that it has acquired and shall maintain the policy(ies) of insurance required by City Ordinance.

SECTION 3: Permittee agrees to and shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments, including without limitation the Permit, in any activity Permittee undertakes or causes to be undertaken under or pursuant to the Permit.

SECTION 4: In the event that suit shall be brought by either party under this Agreement, the parties agree that venue shall be exclusively vested in the courts of Cobb County, Georgia.

"PERMITTEE"

By: _____

Name: _____

Title: _____

Date: _____