

INDEMNITY AND HOLD HARMLESS AGREEMENT  
TOWN OF EDENTON: OPERATION OF SIDEWALK CAFÉ LOCATED AT

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(Address of Restaurant)

Pursuant to the Town of Edenton Sidewalk Café Ordinance and In consideration of the Sidewalk Café permit issued to \_\_\_\_\_ (Restaurant Name) (“the Applicant”) pursuant to the Sidewalk Café Application, the Applicant and \_\_\_\_\_ (Name of Restaurant Operator) (“the Operator”) agree to indemnify and hold harmless the Town of Edenton and its Council, Officials, employees and agents from any claim arising out of the operation of the sidewalk café by the Applicant at the address listed above. To the fullest extent permitted by law, the Applicant and Operator shall indemnify and save harmless the Town, its Council, Officials, employees and agents from and against any and all claims, damages, losses, costs, expenses (including reasonable legal fees), or liability arising out of the Applicant’s operation of a sidewalk café and use or occupancy of any Town sidewalk or pedestrian way associated therewith as part of the permitted Application.

During the life of the sidewalk café permit, Applicant shall at all times maintain, at Applicant’s expense, commercial general liability insurance of not less than \$1,000,000 covering the Applicant’s liability for personal injury (including death) and property damage under this agreement. The Town of Edenton shall be named as an additional insured on the policy and a certificate of liability insurance shall be provided to the Town by the Applicant at all times.

The intention of the Applicant and the Operator is that this indemnity and hold harmless agreement be incorporated into the permit for the operation of a sidewalk café issued to Applicant pursuant to the Town of Edenton Sidewalk Café Ordinance.

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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(Full Name of Restaurant and Applicant)

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Federal Tax I.D. #

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

President or Manager (Signature)

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(Signature of Restaurant Operator)