



CITY OF NORCROSS MOBILE FOOD VENDOR PERMIT APPLICATION

Community Development Department, 65 Lawrenceville Street, Norcross, Georgia 30071
Telephone: 678-421-2027 Facsimile: 770-242-0824 Inspections 770-448-7988

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification Agreement is entered into by _____ (hereinafter "APPLICANT") on the one hand, and the City of Norcross, Georgia (hereinafter the "CITY") on the other hand, with APPLICANT and the CITY collectively referred to as the Parties.

WITNESSETH

WHEREAS, APPLICANT has applied for:

a one time mobile food vendor permit

an Annual mobile food vendor permit

(hereinafter the "Mobile Food Vendor Permit") pursuant to Article IX of Chapter 8 of the City of Norcross Code of Ordinances, and WHEREAS, Norcross City Code Sections 8-320 require the APPLICANT to execute an indemnity and hold harmless agreement prior to the issuance of any Mobile Food Vendor Permit and shall hold the CITY harmless against any claims, liability or judgments arising out of the APPLICANT's activities;

WHEREAS, the APPLICANT has agreed to defend, at its own expenses, and to indemnify and hold the CITY harmless from any and all claims, demands, liability, judgments or other causes of action arising from any of the activities associated with issuance of such Mobile Food Vendor Permit in exchange for payment for said permit according to the Community Development and Planning Department Fee Schedule in hand paid, the receipt and sufficiency of which is hereby acknowledged;

NOW THEREFORE, it is hereby agreed as follows:

(1) APPLICANT agrees to protect, defend (at its own sole expense), indemnify, and hold harmless the CITY, its elected officials, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons resulting from or arising out of any act or omission in connection with the issuance of the Mobile Food Vendor Permit and all of APPLICANT's Mobile Food Vendor Permit Activity in connection with such F Mobile Food Vendor Permit, whether caused by the APPLICANT or the APPLICANT's agents, servants, or employees, or by any of the APPLICANT's subcontractors or suppliers; and the APPLICANT shall indemnify and hold harmless the CITY and its elected officials, officers, agents and employees, past and present, from and against any and all loss and/or expense which they or either of them may suffer to pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, death and/or damage, irrespective of the CITY's negligence (except that the CITY shall not be indemnified for its own sole negligence); and

(2) APPLICANT further agrees to reimburse the CITY for any expenses, attorneys' fees, cost or other expenses incurred by the CITY in the enforcement of this Indemnification and Hold Harmless Agreement.

IN WITNESS WHEREOF, and in agreement herewith, I have hereunto set my hand as of the ____ day of _____, 2021.

FOR APPLICANT:

FOR THE CITY OF NORCROSS:

By: _____
Its: _____

Eric Johnson
City Manager

City of Norcross