



HOLD HARMLESS AGREEMENT FOR USE OF PUBLIC RIGHTS OF WAY

Tag Days

No. _____

_____ (*name of charitable organization*) and all of those soliciting (hereinafter referred to as "All Members") do hereby request permission from the Village of New Lenox to solicit on the public rights of way. All Members who will be soliciting have signed this Agreement.

All Members have been provided a copy and read and understood and agree with all of the terms contained in

- a) the Village Ordinance regulating soliciting,
- b) the State Statute regulating soliciting, and
- c) this Agreement.

All Members agree to obey all ordinances, statutes, and laws while soliciting. All members fully realize and understand that soliciting on the public rights of way, by its very nature, can and will in all probability, involve some danger, and that situations may arise which could result in personal injury or death, and All Members freely and voluntarily accept and assume these risks.

All Members do hereby release and forever discharge and covenant to hold harmless, for themselves and their heirs, personal representatives, administrators, successors and assignees, the Village of New Lenox, and any of their officers, agents or employees, from any and all liability for any and all claims, demands, suits, actions, injuries, damages, costs, losses, or liability whatsoever or otherwise related in any way or occurring as a consequence of soliciting on the public rights of way, whether through negligence or otherwise.

All Members and the charitable organization further agree to hold harmless and fully indemnify the Village of New Lenox and any and all of their officers, agents or employees, whether through negligence or otherwise, from any and all third party claims, demands, suits, actions, injuries, damages, costs, losses, or liability whatsoever or otherwise related in any way or occurring as a consequence of soliciting on the public rights of way, said costs to include damages, costs, attorneys fees, expert fees, settlements, liability and losses of any kind, whether such claims or actions are rightfully brought or filed.

The charitable organization agrees to reimburse the Village for any expenses, attorney's fees, or costs incurred in the enforcement of any part of this Agreement.

The charitable organization has provided written evidence that it has obtained insurance providing coverage for bodily injury liability, as well as property damage liability, in the amount of \$1,000,000.00 for any individual and \$2,000,000.00 for any occurrence, and such evidence shall name the Village of New Lenox as an additional insured.

Dated this _____ day of _____, 20____.

Names of all those soliciting

Signature

Print
