

**City of Johnstown**

**Indemnity Agreement**

In consideration for the granting of permission by the City of Johnstown, Pennsylvania, to the undersigned entity for the use of the following described property:

CENTRAL PARK, JOHNSTOWN, PENNSYLVANIA AND THE FACILITIES AND INFRASTRUCTURE CONTAINED WITHIN AND SURROUNDING, INCLUDING BUT NOT LIMITED TO: PARKING SPACES, STREETS, SIDEWALKS, ELECTRICAL SYSTEMS, WATER SYSTEMS, STRUCTURES, LANDSCAPING, EQUIPMENT, ETC.

For the following purpose only:

JOHNSTOWN FARMERS MARKET

2024 Schedule

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| MAY | 31 |  |  |  |  |
| JUNE | 7 | 14 | 21 | 28 |  |
| JULY | 5 | 12 | 19 | 26 |  |
| AUGUST | 2 | 9 | 16 | 23 | 30 |
| SEPTEMBER | 6 | 13 | 20 | 27 |  |
| OCTOBER | 4 | 11 | 18 | 25 |  |

The undersigned entity agrees:

(a) To the fullest extent permitted by law, the undersigned entity shall defend, indemnify and hold harmless the City of Johnstown, Pennsylvania and its agents, employees and representatives from and against all liabilities, claims, damages, losses and expenses, including, but not limited to: (i) claims of property damage; (ii) claims of personal injury to the undersigned entity’s employees, agents, customers or invitees; (iii) claims of personal injury to other parties; and (iv) reasonable attorney’s fees, whether incurred as the result of a third party claim or to enforce this Agreement; arising out of or resulting directly or indirectly from the use of the premises or the enforcement of this Agreement, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability.

(b) The above indemnification obligations shall not be limited in any way by any provision of insurance by any party or by any limitation on the amount or type of damages, compensation or benefits payable by or for the undersigned entity under workers’ compensation or other employee benefits act.

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| Name of entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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