



**City of Santa Monica
DEFENSE, INDEMNITY, AND
HOLD HARMLESS AGREEMENT**

_____ (NAME)
whose address is _____
_____, California

hereinafter "Indemnitor," in consideration of receiving a Community Event Permit for (specify event/activity name, date, and location):

agrees to the following terms and conditions:

Indemnitor shall, at indemnitor's own costs and expense, defend the City of Santa Monica, its Council, boards, commissions, officers, employees, agents, and volunteers ("the City") from and against any and all claims, damages, expenses, including reasonable attorney's fees, loss of liability of any kind or nature whatsoever in connection with the permitted event or activity ("claims") resulting from the alleged willful or negligent acts or omissions of Indemnitor, its officers, agents, or employees. In addition to bearing the full cost and expense of defending the City, the Indemnitor shall also indemnify and hold the City harmless from any settlement entered into and any judgment that may be rendered against the City as a result of and in proportion to and to the extent of the alleged willful or negligent acts or omissions of the Indemnitor or Indemnitor's officers, agents or employees in connection with the event or activity as specified above.

IN WITNESS WHEREOF, this Agreement is executed on the _____ day of

_____, 20_____.

INDEMNITOR:

by _____