



**SIDEWALK VENDING IN THE CITY OF ROCKLIN, CALIFORNIA  
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The City of Rocklin (“the City”) has approved regulations allowing sidewalk vending within the City’s limits. In consideration of permitting sidewalk vending within the City’s limits, the undersigned is required to maintain insurance, acknowledge risk of conducting business on public property, and hold the City harmless and to indemnify the City against liability or loss as described below.

**The undersigned hereby acknowledges and agrees as follows:**

The sidewalk vendor acknowledges that the use of public property is at the sidewalk vendor’s own risk, and the City does not take any steps to ensure public property is safe or conducive to the sidewalk vending activities.

Insurance Requirement

Sidewalk vendors shall procure and maintain for the duration of the sidewalk vending permit issued by the City, insurance against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the activities under this Agreement and the results of these activities by sidewalk vendor, its agents, representatives, and employees. All coverage available to the sidewalk vendor as named insured shall be made available to the City, it’s officers, employees and volunteers as additional insured. Sidewalk vendor shall provide to the City the full policy limits of sidewalk vendor’s insurance, with coverage at least as broad as, and limits no less than, the following:

1. General Liability. Sidewalk vendors shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) with limits no less than the following: one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be twice the required occurrence limit. (The occurrence form of policy is required whenever it is available.)
2. Worker’s Compensation and Employer’s Liability Insurance. Sidewalk vendors shall fully comply with the law of California concerning worker’s compensation. Said compliance includes, but is not limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability sidewalk vendors may have for worker’s compensation. Sidewalk vendors shall maintain in full force and effect a policy of employer’s liability insurance with limits no less than the following: one million dollars (\$1,000,000) each accident; one million dollars (\$1,000,000) policy limit bodily injury by disease; one million dollars (\$1,000,000) each employee bodily injury by disease.

The undersigned, on behalf of himself or herself and any organization below, hereby agrees to defend, indemnify, release and hold harmless the City, its City Council, boards, commissions, officers and employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgements, fines, penalties, liabilities, costs, and expenses (including without limitation attorney’s fees, disbursements, and court costs) of every kind and nature whatsoever which may arise from or in any manner related (directly or indirectly) to the sidewalk vending permit or the vendor’s sidewalk vending activities. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys’ fees, and other expenses incurred in connection with such claim, action, or proceeding whether incurred by the permittee, City, and/or the parties initiating or bringing such proceeding.

Name of Applicant: \_\_\_\_\_

Name of Business/Organization: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date \_\_\_\_\_