

## ***HOLD HARMLESS AGREEMENT***

1. "I/We/Me/My", shall mean one of the following:

AN INDIVIDUAL: Name \_\_\_\_\_

or

AN ORGANIZATION: Name \_\_\_\_\_

2. "You/Your" shall mean the VFW INCORPORATED known as the VFW POST 10118 its agents, servants, employees, or contractors.

3. GENERAL INFORMATION

Date: \_\_\_\_\_

Site: \_\_\_\_\_

Hours Site is needed: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

Activity to be held (describe in detail):

4. I sign this Hold - Harmless as my voluntary act and by this act agree to hold you harmless and indemnify you from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity to be held (as described above) on the dates listed above.

5. I state that the activity listed above will not include the consumption of alcoholic beverages but should any person described in paragraph 4 consume alcohol or allow or permit others to consume alcohol then I agree to be bound by the terms of paragraph 6 below.

6. I state that the activity listed above will include the consumption of alcoholic beverages and that because of such consumption I have the following additional duties to You related to the use of the site listed above:

a) that I am solely responsible for the dispensing and consumption of alcohol, including the prudent and responsible dispensing and consumption of alcohol by all persons involved in the activity described above, including but not limited to those persons described in paragraph 4 above;

b) that I will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on

Your property:

c) to comply with all municipal Ordinances relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

d) I will provide proof of Liquor Liability/Host Liquor Liability Insurance in an amount not less than \$1 million per occurrence for the activity to be held on Your property. I will also provide a Certificate of Insurance showing Liquor Liability/Host Liquor Liability Insurance in the above stated amount and include You as Additional Insured.

7. I also agree that where the VFW officer signing this Hold - Harmless on your behalf feels I should provide to You a "Certificate of Insurance" and proof of "Special Events Insurance" that I shall provide same to that VFW officer as soon as practicable and not less than five (5) business days before the date of the planned activity. The appropriate VFW officer will check below if this paragraph is applicable to the activity listed above. Said Insurance shall be written with a company maintaining a rating of at least "A", according to A.M. Best. Said policy shall be in an amount of not less than one million (\$1,000,000) per occurrence. It is understood You will be listed as an additional insured on the policy and Certificate of Insurance. I agree that you will be listed as the Certificate Holder on the Certificate of Insurance and that I will also supply the Endorsement to my insurance policy that states you are included as an Additional Insured.

☐ Applicable ☐ Not Applicable

In the event said certificate of insurance is not provided as set forth above, I recognize the event must be canceled and not be held as scheduled.

8. (Applicable to Corporations Only) I also agree that I am obligated to reimburse You for all reasonable attorney's fees incurred by You to enforce the terms of this Hold-Harmless or to defend Yourself against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by Me at My sole cost and expense pursuant to this Hold-Harmless.

9. LEGAL SIGNATURE

a. Individual:

OR

b. Individual

ON BEHALF

OF

OR

(ORGANIZATION)

c.. Individual:

Title:

On behalf of

Corporation

Address of Individual, Organization or Corporation:

Home Phone and Work Phone:

Signature of Person on  
behalf of the VFW

Title: