

**HOLD HARMLESS AND INDEMNIFICATION**

The permittee shall agree to indemnify, defend and hold harmless the City and/or any other City agency, for/from any and all claims or actions of any kind asserted against the City and/or any other City agency arising out of the permittee's (including permittee's employees, representatives, products and subcontractors) negligent performance under this agreement, excepting only such claims or actions which may arise out of negligence of the City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of the permittee.

Insurance Provisions:

1. Comprehensive General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
2. Auto Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - (a) Primary Bodily Injury with limits of at least \$250,000 per person, \$500,000 per occurrence; and
  - (b) Primary Property Damage of at least \$200,000 per occurrence; or
  - (c) Combined single limit of \$1,000,000 per occurrence.
3. Worker's Compensation Insurance: as required by the State Statutes.
4. City of South Gate and/or any other City agency to be named as an Additional Insured on the above-captioned Comprehensive General Liability coverages as respects the City's and/or any other City agency interests under this agreement. This is to be complied with by presenting an appropriate certificate (at no additional cost) to the City and/or any other City agency prior to award of contract and commencement of work under this contract; and by presenting to the City and/or any other City agency an endorsement to the policy, signed by an officer of the insurance company within thirty (30) days of the inception date of this agreement. Permits will not be issued until completed paperwork is received and approved.
5. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form and written through companies acceptable to the City and/or any other City agency; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

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SUBMITTED BY:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Company: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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