

HALLE CULTURAL ARTS CENTER OF APEX

**TOWN OF APEX
HOLD HARMLESS AGREEMENT**

In consideration for the grant by the Town of permission for the use of the Halle Cultural Arts Center of Apex at special times and under special circumstances by persons sponsored by the undersigned, the undersigned hereby agrees: 1) to take all measures necessary to promote the safety of such persons in their use of the facility; 2) to hold harmless the Town, its divisions and departments, and its officers, agents, employees, servants, and helpers, paid and volunteer, from and to indemnify them from all damages, losses, and expenses, including but not limited to attorney fees and investigation costs, sustained by them or any of them on account of any claim for loss, damage, or injury growing out of such use of said facility by any such person; 3) to provide the Town with its insurer's certificate that a policy of Comprehensive General Liability insurance providing coverage with respect to the foregoing hold harmless and indemnification undertaking is and will continue to be in effect during the period of such permitted use with minimum limits of \$1,000,000.00 and naming the Town of Apex as an additional insured; 4) to provide the Town with its insurer's certificate that a policy of Liquor Liability insurance is and will continue to be in effect during the period of such permitted use with minimum limits of \$1,000,000.00 and naming the Town of Apex as an additional insured for events where malt beverages and/or unfortified wine are to be served in accordance with a town issued permit; and 5) to promptly notify the director of the Town's Parks and Recreation Department and the insurer issuing the Comprehensive General Liability Insurance policy and/or Liquor Liability Insurance policy referred to above of any occurrence that might give rise to a claim for damages growing out of the use of said facility by any such person.

Signature of person Responsible for Rental (must be at least 18 years old)

This the ____ day of _____, 20 ____, at ____ o'clock pm/am