



**CITY OF CHARLESTON  
INDEMNITY, DEFENSE AND  
SAVE HARMLESS AGREEMENT  
(Private Sponsored Event Street Closing/Usage)**



THIS INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT (“agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ (the “Private Sponsor”), in favor of THE CITY OF CHARLESTON, WEST VIRGINIA (the “City”), a municipal corporation;

WHEREAS, during the \_\_\_\_\_ sponsored by Private Sponsor scheduled to take place on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Event”), Private Sponsor desires the use of certain portions of the City’s public thoroughfares and/or property for the Event, which portions are generally outlined in the applicable Permission Letter provided to Private Sponsor;

WHEREAS, the City requires that an indemnity, defense, and save harmless agreement be granted by any private sponsor in favor of the City as a condition precedent to permitting the private sponsor the use of the City’s public thoroughfares for any purpose such as the Event;

WHEREAS, in exchange for the City permitting any private sponsor the use of the City’s public thoroughfares and/or property for any purpose such as the Event, the City is authorized under West Virginia Law to accept an indemnity, defense and save harmless agreement in favor of the City from such private sponsor(s) in order to protect the City and its officers, agents, and employees;

NOW, THEREFORE: in consideration of the City’s permitting Private Sponsor to use portions of the City’s public thoroughfares and/or property for the Event, and other good and valuable consideration, receipt of which is hereby acknowledged, Private Sponsor herein agrees as follows:

1. Private Sponsor agrees that it shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all liability, claims, suits, damages, losses, costs, attorneys’ fees and expenses of any or all types arising out of, or related in any way to, the Event or Private Sponsor’s use of the City’s public thoroughfares and/or property for the Event;



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2. Private Sponsor hereby agrees to obtain and provide proof of appropriate liability insurance coverage with a limit of not less than \$1,000,000.00 each occurrence. Private Sponsor shall name the City of Charleston, its agents, officers, directors and employees, as an additional insured under said insurance policy. Private Sponsor's insurance policy shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by the City of Charleston, with respect to Private Sponsor's operations and the Event. If any applicable insurance coverage is subject to a deductible, the Private Sponsor shall be responsible for such deductible(s).

3. Private Sponsor acknowledges that this agreement does not exempt him, her, it, or them from any applicable permit and licensing requirements or any other laws of the City of Charleston or the State of West Virginia.

4. Private Sponsor acknowledges that the permission granted by the City through the CPD for Private Sponsor to use certain portions of the City's public thoroughfares and/or property for the Event is limited to the specified date(s) of the Event only, and shall not extend in duration beyond the actual dates of the Event as set forth above. Notwithstanding the City's conditional grant of permission, Private Sponsor herein acknowledges and accepts the City's undisputed, inherent right, upon notice to Private Sponsor, to revoke its permission, with or without cause, for any reason, at any time. Further, if the Event and/or the use of the City's public thoroughfares and/or property continues beyond the term of the Event or beyond any revocation of permission as outlined herein, Private Sponsor understands and agrees that all other terms of this agreement remain in full force and effect and are still binding upon Private Sponsor.

5. Private Sponsor agrees to comply with all federal, state, and local laws, and further agrees that the City is not responsible in any way for any violation(s) of said laws by the Private Sponsor and/or any third-party on the City's property before, during and/or after the event.

6. This agreement will be governed by and construed in accordance with the laws of the State of West Virginia, without regard to the principles of conflict of laws. If any breach, default, or other dispute arises out of this agreement, the Private Sponsor acknowledges and agrees that the Circuit Court of Kanawha County, West



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Virginia shall have exclusive jurisdiction to resolve the breach or other dispute giving rise to the litigation

7. This agreement contains the entire agreement between the City and the Private Sponsor and is not modified or changed by any oral promises or statements. In the event that any provision of this agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this agreement.

8. By the duly-authorized signatures below, Private Sponsor hereby agrees and accepts the terms set forth in this agreement and acknowledges that they are freely signing this agreement after reading and understanding the entire agreement.

IN WITNESS WHEREOF \_\_\_\_\_ has caused their corporate names to be signed hereto by \_\_\_\_\_ its \_\_\_\_\_ thereto duly authorized.

By: \_\_\_\_\_ (Signature)  
(Authorized corporation representative)

STATE OF WEST VIRGINIA, COUNTY OF KANAWHA, to wit:

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby CERTIFY that \_\_\_\_\_, whose name is signed to the foregoing and hereto annexed writing, bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, for \_\_\_\_\_, as its \_\_\_\_\_, has this day ACKNOWLEDGED the same before me in my said County to be the act and deed of said corporation.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public