

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The undersigned applicant, pursuant to the requirements of D.C. Code Title 10, Subchapter III, sections 10-1101.01 *et seq.* under the title, "Use of Public Space", and the applicable regulations in Title 24 of the District of Columbia Municipal regulations, hereby agrees to defend, indemnify, and hold harmless the United States of America, the District of Columbia, and their respective agencies, officers and employees (collectively the "Indemnified Parties") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorney's fees) on account of, or connected in any way out of the issuance of a Sidewalk Café permit, the operation of a sidewalk café, or any use of public space, or the discontinuance of any such use, by the applicant, the applicant's officers, employees, agents, servants, or any other person acting for or by permission of the applicant in the operation of a sidewalk café or any other activity on public space. The applicant shall also repair or replace and property of the Indemnified Parties that is damaged by the applicant, the applicant's officers, employees, agents, servants, invitees, or any other person acting for or by permission of the applicant while occupying public space.

The indemnification and hold harmless obligation hereunder shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for the applicant, and shall survive the termination of the applicant's use of public space for a sidewalk café.

Applicant Name:

By: _____

Date: _____