



**Frankfort County Market
Indemnification, Hold Harmless & Insurance Agreement**

For valuable consideration, the receipt and sufficiency of which is acknowledged by the signing of this Agreement including but not limited to the opportunity to offer products for sale from public property, the undersigned, and as applicable for its representatives, heirs, successors, administrators, and assigns indemnifies and holds the Village of Frankfort, an Illinois municipal corporation, its officials, officers, employees, agents, volunteers, representatives and successors (collectively sometimes referred to as "Village") harmless and pays all its attorneys, expert witnesses, consultants, and all other fees and costs from all claims, demands, actions, causes of action, suits, proceedings, judgments, settlements, awards of any type, nature or description for any personal injury, including death and property damage to the maximum extent permitted by law which has or claims any relationship to the undersigned's participation in any public market activity including but not limited to what may be described as farmers' market, country market or French market in the Village of Frankfort.

In addition to and not in lieu of the foregoing, the undersigned will maintain broad form comprehensive general liability insurance with occurrence coverage or if unavailable, claims with tail coverage which provides the Village of Frankfort primary insurance coverage for any claim which might arise from the indemnified activities in an amount of One Million (\$1,000,000) per occurrence and Two Million (\$2,000,000) aggregate. This insurance carrier must be licensed to do business in the State of Illinois, acceptable to the Village and rated not less than "A" by A.M. Best Company. This insurance shall not be cancelable without 90 day prior written notice by both certified United States Postal Service mail (return/receipt requested) delivery limited to addressee and regular United State Postal Service mail separately given to the Village President, Village Clerk and Village Administrator at the Village of Frankfort then current administrative office address.

The Certificate of Insurance naming the Village as a primary insured and in strict compliance with the foregoing requirements is attached as Exhibit A to this Agreement. Dated and executed at Frankfort, Will County, Illinois this _____ day of _____, 20____.

Printed Name

Signature

Note: Attach Certificate of Insurance to this Agreement.