

MOBILE FOOD VENDOR PERMIT AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is made in the CITY of Green Bay, Brown County, Wisconsin, by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation (“CITY”), and

\_\_\_\_\_ (Individuals or Business Name), a \_\_\_\_\_  
\_\_\_\_\_ (Individual or Entity Type), (hereinafter “APPLICANT”).

WHEREAS, the APPLICANT wishes to operate a mobile food vendor establishment within the CITY right-of-way, Green Bay, Brown County, Wisconsin; and

WHEREAS, the Green Bay Police Department and the City Clerk of the City of Green Bay granted to the APPLICANT permission to allow operation of a mobile food vendor establishment in the City right-of-way subject to the execution of a Hold Harmless Agreement.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the parties herein, it is agreed as follows:

1. The CITY grants to the APPLICANT permission to operate a mobile food establishment in the CITY right-of-way.
2. The APPLICANT shall be responsible for all operation and maintenance of the mobile food vendor establishment.
3. The APPLICANT hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys’ fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the APPLICANT or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of

Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

The APPLICANT shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that the APPLICANT employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be the APPLICANT's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

4. The CITY may terminate this Agreement for any reason upon 30 day written notice to the APPLICANT.

CITY OF GREEN BAY

Dated: \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
Eric Genrich, Mayor

Attest \_\_\_\_\_  
Kris Teske, Clerk

STATE OF WISCONSIN     )  
  )ss.  
COUNTY OF BROWN     )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ the above-named James J. Schmitt, Mayor, and Kris Teske, Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Brown County, WI  
My Commission expires:\_\_\_\_\_

APPLICANT

Dated: \_\_\_\_\_, \_\_\_\_\_

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF WISCONSIN     )  
  )ss.  
COUNTY OF BROWN     )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ the above-named \_\_\_\_\_, APPLICANT, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Brown County, WI  
My Commission expires: \_\_\_\_\_