



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

INDEMNIFICATION AGREEMENT

WHEREAS, in light of the ongoing COVID-19 pandemic and related economic repercussions, the City of Dover owns and is exercising its discretion to grant conditional permission for business or private parties to temporarily use barriers on a first-come, first-serve basis for a portion of the 2021 calendar year, for said private party or business to determine adequacy of and use to attempt to demarcate outside seating and attempt to potentially provide or assist with providing a buffer between their customers/clients and vehicular traffic (“Barriers”);

WHEREAS, the private party executing this agreement (“Undersigned Party”), as a condition of receiving the benefit of use of the Barriers, understands that the City makes no representations as to the efficacy or adequacy of said Barriers or the placement of said Barriers, and the Undersigned Party has agreed to indemnify the City of Dover in all respects in connection with said Barriers;

NOW THEREFORE, for consideration received and hereby acknowledged by all parties, the Undersigned Party and the City of Dover, of 288 Central Avenue, Dover, N.H., 03820, agree as follows:

1. The Undersigned Party, the business or entity named below, agrees to and shall defend (with counsel acceptable to the City of Dover), indemnify, and hold harmless the City of Dover and the City of Dover’s public officials, officers, employees, agents, and/or contractors (collectively “Indemnitees”) for any injury, bodily injury, property damage, accident, fire, loss, theft or other casualty of any kind whatsoever, including but not limited to injuries or damages caused by or to customers/clients or others or real or personal property, which occurs or is alleged to have occur in relation to and/or arising out of the placement, location, efficacy, adequacy, and/or suitability of the Barriers.
2. The Indemnitees shall promptly, and no later than thirty (30) days after receiving actual notice of a claim, notify the Undersigned Party in writing of said claim. Thereafter, the Undersigned Party shall promptly provide a defense to the Indemnitees with counsel reasonably acceptable to the Indemnitees. The Indemnitees shall cooperate with the Undersigned Party in defending any claims for which indemnification is sought and make available witnesses, documents and materials as may be reasonably necessary for the defense of the indemnified matter.
3. This agreement and the rights and obligations stated herein are in addition/cumulative to, and not in place, all applicable insurance requirements set forth in any permit and/or permit application filed by the Undersigned Party with the City of Dover.
4. The Undersigned Party’s obligations to defend, indemnify, and hold harmless the Indemnitees provided herein shall endure and continue to and until the last to occur of (i) the last date permitted by law for the bringing of any claim or action with respect to which indemnification may be claimed or (ii) the date on which all claims or actions for which



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indemnification may be claimed are fully and finally resolved and, if applicable, with respect to each such claim and action, any compromise thereof or judgment or award thereon is paid in full by the Undersigned Party, and the Indemnitees are reimbursed for any amounts paid and compromised thereof or upon a judgment or award thereon and in defense of such action or claim.

5. This agreement shall be binding upon all parties, their heirs, executors, administrators, successors and assigns.
6. No failure by the City of Dover to enforce any provisions of this Agreement shall be deemed a waiver of its rights under this Agreement.
7. This agreement shall be deemed to have been entered into in the State of New Hampshire and shall be construed in accordance with the laws of the State of New Hampshire.
8. The parties to this agreement acknowledge that they enter into this Agreement voluntarily and have had the opportunity to review this Agreement with legal counsel prior to signing.
9. The permitted use of the Barriers is the product of municipal discretion. Nothing within this Agreement shall be deemed to constitute a waiver of any immunity of the City of Dover, which immunities are hereby reserved to the City of Dover.

UNDERSIGNED PARTY

Entity Name (If Applicable)

Date

By:

Signature of Authorized Representative
of Undersigned Party

Date

Printed Name/Title

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date