

Unconditional Agreement, Consent and Hold Harmless

I acknowledge that the City may require additional information from me prior to approving my permit for outdoor seating.

TO: The City of Moline, Illinois (“City”)

WHEREAS, _____ (“**Applicant**”) sought approval of a temporary outdoor dining area (“**Temporary Use**”) located at _____, _____, IL _____ (“**Property**”);

WHEREAS, the permit dated _____, 2020, grants approval of such Temporary Use, subject to certain conditions (“**Permit**”); and

WHEREAS, the Applicant desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Permit.

NOW THEREFORE, the Applicant does hereby agree and covenant as follows:

1. the Applicant hereby unconditionally agrees to accept, consent to and abide by all terms, conditions, restrictions, and provisions of the Permit;
2. the Applicant acknowledges and agrees that the City will not be, in any way, liable for any damages or injuries that may be sustained as a result of the City’s approval of the Permit by the Applicant, and that the City’s approval of any such request does not, and will not, in any way, be deemed to insure the Applicant against any damage or injury of any kind and at any time;
3. the Applicant acknowledges and has considered the possibility of penalties provided for noncompliance with Permit conditions, and agrees not to challenge any such penalties on the grounds of any procedural infirmity or any denial of any procedural right;
4. the Applicant agrees to and does hereby hold harmless and indemnify the City, the City’s corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City’s approval of the Permit, (b) the procedures followed in connection with the approval of the Permit, and (c) the performance of the Applicant of its obligations under this Unconditional Agreement and Consent;
5. the Applicant does hereby, agree to pay all expenses incurred by the City in defending itself with regard to any and all claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out of pocket expenses, such as attorneys’ and experts’ fees, and will also include the reasonable value of any services rendered by any employee of the City.

APPLICANT
