



## Inflatable Device Addendum

### ***Indemnification:***

Vendor shall agree to indemnify, protect, defend, save and hold harmless the City, its officers, employees, agents, and volunteers from and against any and all liability, claims, suits, and causes of action for death or injury to persons, or damage to property, resulting from intentional or negligent acts, errors, or omissions of Vendor arising out of the setup, use or operation of the whole or in part, by the willful misconduct, negligent acts, or omissions of Vendor, which occurs related to the setup, use or operation of the Inflatable Structure. The Vendor further agrees to waive all claims against the City on account of any loss, damage, or injury from whatever cause which may occur to it and its property in the use and occupancy of said described premises, **the giving of this waiver is one of the considerations upon which this Agreement is granted.**

### ***Insurance Requirements:***

The Vendor agrees to furnish the city a CERTIFICATE OF LIABILITY INSURANCE from their entity providing liability insurance coverage that **also identified the CITY as an ADDITIONAL INSURED on the CERTIFICATE OF LIABILITY INSURANCE and that the policy is primary and non-contributory.** The CERTIFICATE OF LIABILITY INSURANCE coverage limits at a minimum shall provide liability insurance coverage in accordance with Montana State Statute, Section 2-9-108 MCA of \$750,000 for each claim and \$1.5 million for each occurrence. The CERTIFICATE OF INSURANCE shall also provide that the insurance coverage shall not be amended, altered, canceled, or reduced without providing at least ten (10) days advance written notice to both the insured as well as to the City.

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Applicant/Vendor

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Date