

**INDEMNIFICATION AGREEMENT
FOR OWNERS & OPERATORS OF PUBLIC DANCEHALLS &
PUBLIC ENTERTAINMENT BUSINESSES
OPERATING UNDER THE EVENT PROMOTER PERMIT EXEMPTION
SAN JOSE MUNICIPAL CODE §§ 6.62.210 & 6.62.390**

THIS AGREEMENT is made this _____ day of _____, in the year _____ by _____, the (circle one: owner / operator) (hereinafter referred to as, "Operator") of the real property located at _____ (hereinafter referred to as, "Event Site") and is effective on the date signed below.

RECITALS

A. **WHEREAS**, Sections 6.58.160 and 6.60.295 of the San Jose Municipal Code ("SJMC") require all owners and operators of public dancehalls and public entertainment businesses to use only event promoters that have obtained an event promoter permit from the Chief of Police; and

B. **WHEREAS**, Sections 6.62.210 and 6.62.390 of the SJMC provide that an owner or operator of a public dancehall or a public entertainment business is exempt from using an event promoter that is permitted if the owner or operator agrees to fully indemnify, defend and hold harmless the City of San Jose ("City"), its officers, employees and agents from and against all claims or liabilities arising out of the promotion of any of those events; and

C. **WHEREAS**, Operator desires to use unpermitted event promoters to promote events at the Event Site and desires to operate under the exemption authorized by Section 6.62.210 of the SJMC;

NOW, THEREFORE, Operator does hereby agree as follows:

AGREEMENT

1. In consideration for being permitted to operate under the exemption set forth in Section 6.62.210 of the SJMC, Operator does hereby agree to protect, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any claim, loss, or liability arising out of or resulting in any way from the promotion of any event promoted by an unpermitted event promoter at the Event Site, regardless of negligence on that part of the City, its officers, employees or agents. All of Operator's obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this AGREEMENT.

2. If the signatory to this AGREEMENT is an individual signing on behalf of a firm, association, organization, partnership, business trust, company, corporation, public agency, school district, the state of California, or its political subdivisions or instrumentalities thereof, or any other such business entity, the signatory hereby warrants and represents that he is authorized to execute this AGREEMENT on behalf of his principals and that his signature serves to legally obligate and bind his principals to comply with the provisions of this AGREEMENT. Upon the City's request, Operator shall provide the City with evidence reasonably satisfactory to the City confirming the foregoing representations and warranties.

WITNESS THE EXECUTION HEREOF on the date written below.

Date

By: _____

Print Name: _____

Title: _____

(Signature Must Be Notarized)