



City of Camarillo

Office of the City Manager • Human Resources Division • (805) 383-5618
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INSURANCE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

1. _____ (“User”) agrees to release, hold harmless, indemnify, and defend, the City of Camarillo (“City”) and Library Systems & Services, LLC (“LSSI”) from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys’ fees and disbursements (collectively, “Claims”), which City or LSSI may suffer or incur or to which City or LSSI may become subject to by reason of or arising out of any injury to or death of any person, damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the negligent or willfully wrongful acts or omissions of User in its use of the Camarillo Library premises located at 4101 Las Posas Road in the City of Camarillo (“Premises”).
2. User must deposit with the City Manager or the Manager’s designated representative, a certificate of insurance and an endorsement evidencing that a liability insurance policy in minimum amounts established by City (as may be modified by the City Manager or the Manager’s designated representative depending on the nature of the event) has been issued that names the City and LSSI as additional named insureds and which contains a provision that the policy cannot be cancelled except upon at least ten days’ written notice to the City of the fact of such cancellation.
3. For the purposes of this Agreement, “City” and “LSSI,” include all officials, officers, employees, agents, contractors, and volunteers of City and LSSI. “User” includes all officials, officers, employees, agents, volunteers, contractors, guests and invitees of User.
4. This Agreement is governed by California law.
5. In the event that any action or proceeding is commenced arising under this Agreement, the prevailing party will be entitled to, in addition to such other relief as may be granted, a reasonable sum for attorneys’ fees, costs and expenses incurred in such action or proceeding.

Dated: _____

USER

By _____

Print name here