

**INDEMNIFICATION AGREEMENT**

The undersigned is the owner of the restaurant at \_\_\_\_\_ and the applicant for the outside dining area at the premises known as \_\_\_\_\_. Applicant, for itself its successors and assigns, hereby agrees to indemnify defend and hold harmless, the Borough, and its officers, elected officials, employees, agents, attorneys, successors and assigns from and against all losses, liabilities, claims, demands, causes of action, damages, costs, including reasonable attorneys' fees, and expenses of every kind and nature, whether or not covered by insurance, arising out of, resulting from or caused by, in whole or part, the use of the outside dining area in the public right of way, including but not limited to, those in connection with loss of life, bodily injury, personal injury, death, damage to property, any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules or regulations by applicant, its agents, employees or contractors (hereinafter "Acts and/or Omissions"). The applicant shall reimburse the Borough for reasonable attorney's fees/costs of suit that it incurs in defending any suits or claims attributable (as determined by a Court of competent jurisdiction) to any Acts and/or Omissions.

ATTEST/WITNESS

RESTAURANT OWNER

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_