

PARTICIPATION AGREEMENT- HISTORIC MANASSAS, INC. EVENTS

- 1. **INSURANCE.** The "Participant" shall, 15 days prior to the event furnish to Historic Manassas, Inc. (Event Sponsor) a Certificate of Insurance showing the following insurance coverages:
 - A. General Liability Insurance, including products and completed operations, with a bodily injury limit of not less than \$1,000,000 personal injury \$advertising liability limits with the general aggregate applicable per project.

The Sponsor- (Historic Manassas, Inc. and The City of Manassas) shall be named as an additional insured under the Commercial General Liability policy. The policy will include completed operations and ongoing operations. Such coverage provided by "The Participant" shall be primary and non contributory to the "Sponsor" (Historic Manassas, Inc. et al).

The "Participant" shall furnish to Historic Manassas, Inc. prior to the date of the event, duplicate policies of insurance as set forth above, or certificates thereof, along with the actual endorsements (form numbers CG20 10 10/85 or CG20 10 10/01 and CG20 20 37 10/01 or Equivalent) showing that such insurance is in full force along with all exclusionary endorsement that are attached to the "Participant's" liability policies. Should any of the above described polices be cancelled before the expiration date listed on the certificate or policy, notice will be delivered in accordance with the policy provisions.

- 2. **WAIVER/HOLD HARMLESS.** "Participant" agrees to waive any right of recover in favor of the "Sponsor" and agrees to defend, indemnify and hold harmless the "Sponsor" from any and all claims attributable to bodily injury or property damage caused by, arising out of, or resulting from the performance of work done by the "Participant" on behalf of the "Sponsor". INT _____

- 3. **INDEMNIFICATION.** "Participant" indemnifies and holds harmless the "Sponsor" to the fullest extent permitted by law against all liabilities, claims, demands, losses, causes of action or expenses, including attorney fees and other costs of defense incurred by "Sponsor" for any personal injury or property damage arising out of or caused by any act or omission of the "Participant" its Subcontractors and or its Third Parties. "Participant" covenants to use proper care and caution in the performance of its Work so as not to cause damage to its Work, the work of others, or damage to any adjoining or adjacent property, and "Participant" and its Subcontractors shall indemnify and hold the "Sponsor" (Historic Manassas, Inc. et al) harmless from any liabilities, claims, demands, losses, etc. for damage to his own Work, the Work of others or to such adjoining or adjacent property. These indemnity obligations shall survive the expiration or termination of this Agreement. The Parties further agree that as part of the "Participant's" duties under this paragraph, "Participant" will reimburse "Sponsor" all sums paid, whether by virtue of a settlement agreement or by virtue of a Court Order, because of "Participant's" failure to timely or completely comply with this paragraph. "Participant" is responsible for the protection of its own Work, materials and equipment on site. INT _____

Signature

Date

Print Name

Date