

**THIS INDEMNITY/INSURANCE AGEEMENT** to provide the **SERVICE OF OPERATING A GOLF CART ON THE CITY’S STREETS PURSUANT TO ARTICLE XI OF CHAPTER 78 OF THE CITY OF WINSTON-SALEM’S CODE OF ORDINANCES** (hereinafter, this “Agreement”), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF WINSTON-SALEM**, a North Carolina municipal corporation (hereinafter, the “City”) and \_\_\_\_\_, (hereinafter “Vendor”).

**IN CONSIDERATION** of receiving permission to operate a golf cart on the City’s streets pursuant to Article XI of Chapter 78 of the City’s Code of Ordinances, the Vendor hereby agrees as follows:

**In General.** The term of this Agreement shall coincide with the Permit issued pursuant to Article XI of Chapter 78 of the City’s Code of Ordinances.

**Release.** The Vendor hereby releases and forever discharges the City, its agents, officers and employees from any and all claims and demands for personal injury and property damage, including attorney’s fees, arising out of or in connection with the performance of these services.

**Indemnity.** The Vendor shall indemnify, defend and hold harmless the City, its agents, officers and employees from and against any and all claims and demands of any kind or nature, directly or indirectly caused by, arising out of, or related to the intentional or negligent acts or omissions of the Vendor its agents, officers, employees or sub-contractors in the performance of these services.

**Insurance.** During the performance of the services described herein, the Vendor shall maintain the following insurance policy and comply with the following requirements:

- (1) Commercial General Liability Insurance that shall provide bodily injury limits of not less than \$100,000 for each claimant per accident, \$300,000 for all claimants per accident and \$50,000 per accident for property damage.
- (2) The Vendor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall deliver it with this executed Agreement. The Vendor shall furnish the City of Winston-Salem thirty days written notice of any changes or cancellation of the policy. The City of Winston-Salem shall be named as an additional insured in the General Liability policy and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to any other coverage the City of Winston-Salem may possess. Should the Vendor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Permit Term, the City of Winston-Salem shall have the absolute right to terminate this Agreement and Permit without any further obligation to the Vendor.

**IN WITNESS WHEREOF**, the parties have caused this to be executed by their duly authorized representatives on the day and the year first above written.

**ATTEST:**  
(SEAL)

**CITY OF WINSTON-SALEM:**

\_\_\_\_\_  
Renee Phillips, City Secretary

\_\_\_\_\_  
Toneq McCullough, Director  
Department of Transportation

**ATTEST:**  
(SEAL)

**VENDOR**

\_\_\_\_\_  
\_\_\_\_\_, Secretary  
Name

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ (Seal)  
Name Title

On this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, personally appeared before me and acknowledged that he/she/they executed this agreement.

Witness my hand and official seal

\_\_\_\_\_  
Signature of Notary Public

## INSTRUCTIONS FOR CITY OF WINSTON-SALEM INSURANCE AGREEMENTS

- (1) The City may general contract with four types of legal entities.
  - a. If the agreement is with an Individual, that individual should sign the agreement exactly as his/her name is set out. If the agreement is with an individually-owned business, the Contract should be signed by the individual owner doing business as (dba) the business name. The individual's signature must be notarized.
  - b. Execution on behalf of a Corporation should be by the president or a vice president and attested by the corporate secretary, with the corporate seal affixed. An official other than the president or vice president should attach documentation of his/her authority to execute and bind the company.
  - c. If the agreement is with a Partnership, all members of the Partnership should execute unless an authorized partner is designated to execute. Documentation of the authorization should be attached. The Partner's signature must be notarized.
  - d. If the agreement is with a Limited Liability Company (LLC), have the LLC provide a copy of the Articles of Organization and Operating Agreement or other documentation that indicates that the person to sign the contract has the authority to bind the LLC. Generally, the Articles of Organization will state if the LLC is a member managed or manager managed and will state the name of the person who has the authority to bind the LLC. The Manger's signature should be attested to by the LLC Secretary.
- (2) The instrument should be dated by the last person executing the Contract, normally the City Clerk.
- (3) Two originals of the contract are sent to the other party. The originals should be executed and returned to the City for execution, after which one original will be returned to the other party.
- (4) If the City is making some payment pursuant to this contract and the contract amount is for less than \$5,000, it may be signed on behalf of the City by a Department Head. If the contract amount is over \$5,000 and less than \$20,000, it may be signed on behalf of the City by an Assistant City Manager. If the contract amount is more than \$20,000 and less than \$100,000, it may be signed on behalf of the City by the City Manager. The signature line for the City should be changed accordingly. In either case, the signature should be attested to by the City Secretary.
- (5) If the City is making some payment pursuant to this contract, the contract **MUST** be pre-audited by the Budget Department and approved by the City Attorney's Office.
- (6) Please be sure to review the insurance provisions with the other party. Our standard policy limits may not be applicable to the Event and City staff will consider a reduction, if requested. If alcohol or inflatables, such as bounce houses, are involved, the insurance limits are not likely to be reduced.

Please direct all questions to the respective assistant city attorney for the department utilizing this contract or to Risk Management.