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City of Buffalo  
Office of Strategic Planning  
Attention: Brendan R. Mehaffy  
65 Niagara Square  
920 City Hall  
Buffalo, New York 14202

RE: Indemnification and Insurance Seasonal Tenant at Broadway Market  
Tenant: \_\_\_\_\_

**SUBJECT: INDEMNIFICATION AND INSURANCE**

\_\_\_\_\_ (“Seasonal Tenant”), as partial consideration for being allowed to begin or continue Tenant’s seasonal tenancy at the Broadway Market, is hereby agreeing to provide and does hereby provide to the City of Buffalo the following indemnification and insurance. The Tenant acknowledges that the City of Buffalo is the owner of the Broadway Market.

In connection with the Tenant’s seasonal tenancy and the Seasonal Tenant’s business operations at the Broadway Market, the Tenant shall defend and does hereby indemnify and save harmless the City, its officers and employees from all claims, suits, actions, damages, losses and costs of every name and description to which the City may be subjected or put by reason of injury to the person or property of another, or the property of the City, resulting in any degree or manner whatsoever from or in connection with Tenant’s business operations and other activities and or resulting from the negligence or carelessness, active or passive, of the Tenant, or the joint negligence, active or passive of the Tenant and others, his, its, or their employees, agents, or sub-tenants or sub-contractors, in connection with the Tenant’s business operations at the Broadway Market or otherwise. Tenant’s indemnification is without limit.

Tenant shall defend, indemnify and hold harmless the City of Buffalo, its agents, officers, servants and/or employees for all claims or losses for personal injury involving employees of the Tenant or persons working for the Tenant or any sub-tenant, sub-contractor or supplier or any third parties injured during or otherwise in connection with the operations of Tenant’s business at the Broadway Market. Tenant’s indemnification is without limit.

The Tenant shall secure a policy or policies of general liability insurance and maintain said policy in force during the time of Tenant’s seasonal tenancy. Said policy of insurance shall protect against liability arising from operations of Tenant’s business associated with Tenant’s seasonal tenancy, or in any way relating to Tenant’s activities, said policy of insurance to be in the sum of at least \$1,000,000 per occurrence for general liability and \$1,000,000 per loss or damage by reason of Tenant’s activities in connection with Tenant’s business activities at the Broadway Market.

The Tenant shall furnish appropriate certificates of insurance at the time of execution of this letter.

The City of Buffalo shall be named as certificate holder and as an additional insured under the general liability insurance coverage as well as under any excess/umbrella liability coverage if any.

Tenant specifically acknowledges that Tenant has been allowed to begin or continue Tenant's seasonal tenancy at the Broadway Market partly in consideration of this indemnification and insurance letter. Tenant agrees that the City shall have the right to prevent Tenant from opening their business at the Broadway Market at any time that satisfactory evidence of the required insurance is not provided to the City.

City shall have the unilateral right to terminate the seasonal tenancy with or without cause at any time by providing tenant with a written tenancy termination notice which allows a calendar month for the tenant to vacate.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

The City of Buffalo signs off on this letter to acknowledge  
The City's acceptance of the Tenant's indemnification and  
Insurance coverage as described above all in connection with  
Tenant's seasonal tenancy at the Broadway Market

City of Buffalo by its  
Office of Strategic Planning

\_\_\_\_\_  
By:

**Dated:**