

## **SPECIAL EVENT INDEMNITY, HOLD HARMLESS AND CONDITIONS AGREEMENT**

This Special Event Indemnity, Hold Harmless and Conditions Agreement ("Agreement"), has been entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Village of Orland Park, an Illinois municipal corporation, hereinafter referred to as the "Village," and MST Pizza Corporation, an Illinois corporation, operating under the assumed name of, and doing business as, Mackey's Public House, hereinafter referred to as "Mackey's Public House," is as follows:

WHEREAS, Mackey's Public House desires to have the Orland Park Veterans' Commission run a "Queen of Hearts" type Raffle (the "Event" or "Events") on its premises located at 9400 West 143rd Street, Orland Park, Illinois 60462 from time to time; and

WHEREAS, the Village and Mackey's Public House each acknowledge that if an individual is involved in a situation while attending and or participating in the Event that results in civil litigation, the Village could be included as a defendant within the resultant litigation or otherwise pursued for redress as being liable for occurrence of the situation; and

WHEREAS, it is the specific intention of this Agreement between the Village and Mackey's Public House, that under no circumstances shall the Village and/or a Village Affiliate (as defined below) be liable for any liabilities or losses arising from the Event held at Mackey's Public House and that all such liabilities and losses, as between these parties, shall be borne exclusively by Mackey's Public House.

NOW, THEREFORE, in consideration of the foregoing, and for the mutual promises hereinafter set forth, and for other good and valuable consideration, the Village agrees to allow the Event to be held at Mackey's Public House, and Mackey's Public House agrees as follows:

1. Mackey's Public House, on behalf of itself, its successors and assigns does hereby covenant and agree, at its sole cost and expense, to indemnify, defend, and hold harmless the Village and the Village's former, current and future officials, trustees, officers, employees, volunteers, successors and assigns, the Veterans' Commission and each member of the Veterans' Commission (collectively "Village Affiliates"), both in their capacities as Village representatives and as individuals, from and against any loss, actions, responsibilities, obligations, liability, damage (whether direct or consequential), expenses, claims (whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future), penalties, fines, injunctions, lawsuits (including but not limited to lawsuits alleging or related to personal injury and/or death, or which may arise under the Civil Rights Act or the Workers' Compensation Act), proceedings, disbursements or expenses (including, without limitation, attorneys' and experts' fees and disbursements and court costs) (collectively, the "Liabilities"), arising under or relating to any law, or any other Liabilities which may be incurred by or asserted against any of the Village Affiliates directly or indirectly resulting or arising from, alleged to arise from, or caused by, in whole or in part, the Event.

Mackey's Public House shall assume the expense of defending all claims, lawsuits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this Agreement. In the event that the Village or any of the Village Affiliates is/are named as a defendant(s) in any lawsuit arising out of the matters to be indemnified under this Agreement, the Village and/or any of the Village Affiliates shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the reasonable costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by Mackey's Public House pursuant to the indemnification provisions herein. Mackey's Public House shall promptly, after obtaining knowledge thereof, advise the Orland Park Village Manager in writing of any and all claims made or threatened by any third party relating to and/or referring to the Event.

2. Mackey's Public House knowingly waives and releases the Village and/or Village Affiliates from any and all claims, debts, dues and obligations of every kind and nature under the Illinois and United States Constitutions as well as under any federal or state statutes or laws, including but not limited to civil rights laws and workers' compensation laws as to the Event. Mackey's Public House further waives all remedies (including those which may be available under the Civil Rights Act) which are available to it for the violations of any of the terms of this Agreement, including but not limited to the equitable remedy of specific performance, and agrees not to seek injunctive relief of any sort. Mackey's Public House covenants not to sue the Village and/or Village Affiliates for a violation of any provision or terms of this Agreement.
3. Mackey's Public House shall purchase and maintain the following insurance:

Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.

Events with Alcohol: Certificate of Insurance must include liquor liability coverage.

Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Event organizer(s), or any other parties operating a motor vehicle by and for Mackey's Pub in relation to the Event, with a combined single limit of \$1,000,000 minimum.

Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance and minimum limit of \$1,000,000 per accident.

All policies of insurance must name the Village and Village Affiliates as an additional insured on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the Village.

Prior to activities commencing the Event, the Event organizer(s) shall furnish the Village with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the Village named as an additional insured and provide the appropriate additional insured endorsements.

No provisions of this agreement shall constitute a waiver of the Village's right to assert a defense based on tort immunity, official immunity or any other immunity available to it under the law.

If the Event organizer(s) maintain(s) higher limits than the minimums required, the Village requires and shall be entitled to coverage of the higher limits maintained by the Event organizer(s).

Insurance required by this contract and supported by the additional insured endorsement shall be as broad as necessary to support the hold harmless requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

4. Mackey's Public House agrees that insurance shall be procured and maintained to protect the Village and/or Village Affiliates and that such insurance policies shall have contractual liability coverage pertaining to the provisions of this Indemnity, Hold Harmless and Conditions Agreement. The insurance coverage shall cover civil and constitutional rights, assault and battery, false arrest, false imprisonment, malicious prosecution, libel and slander, among other things. The Village and Village Affiliates shall be named as an additional insured on said policies and copies of the declarations, the policies, the endorsements, including the additional insured endorsement naming the Village and Village Affiliates, and a certificate of insurance shall be provided within 30 days following the execution of this Agreement. In the event that copies of the foregoing insurance documents are not provided within 30 days of the execution of this Agreement, all Events to be held on the premises of Mackey's Public House shall cease until the foregoing insurance documents evidencing coverage of the Village and Village Affiliates are provided to the Village.
5. This Agreement has been made and delivered in Illinois and shall be construed according to and governed by the internal laws of the State of Illinois without regard to its conflict of law rules. If any provision hereof shall be held invalid, prohibited or unenforceable under any applicable laws of any applicable jurisdiction, such invalidity, prohibition or unenforceability shall be limited to such provision and shall not affect or invalidate the other provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction, and to that extent, the provisions hereof are severable. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.
6. Failure of the Village to require performance of any provision of this Agreement shall not affect the Village's right to require full performance thereof at any time thereafter, and the waiver by the Village of a breach of any provision of this Agreement shall not constitute or be deemed a waiver of a similar breach in the future, or any other breach, or nullify the effectiveness of such provisions of this Agreement. The rights and remedies of the Village of this Agreement are cumulative. The exercise or use of any one or more thereof shall not bar the Village from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise or use of any right or remedy by the Village waive any other right or remedy.

7. All provisions contained in this Agreement are severable and the invalidity or unenforceability of any provisions shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.
8. Mackey's Public House will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the Village in enforcing the covenants and agreements of this Agreement if the Village is successful.
9. This Agreement may not be amended except by a writing signed by both parties nor shall observance of any term of this Agreement be waived except with the written consent of the Village.
10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.
11. Both the Village and Mackey's Public House retain the right to cancel this Indemnity, Hold Harmless and Conditions Agreement without cause upon 10 days written notice. Any party may cancel the Agreement for cause upon 3 days written notice. Provided, however, the duration of the indemnification hereunder shall be indefinite with respect to the existence of any Liabilities incurred by the Village and/or Village Affiliates which arise or are alleged to arise during the course of the Event at Mackey's Public House.
12. The signatory or signatories for Mackey's Public House hereby represent and certify that this Indemnity, Hold Harmless and Conditions Agreement has been authorized as an official act of Mackey's Public House and that they have the authority to sign for and contract for Mackey's Public House and no further action is necessary by Mackey's Public House to validate this Agreement and legally bind that party to it.

IN WITNESS WHEREOF, the parties have hereunto set their hand the day and year first above written.

Village of Orland Park

MST Pizza Corporation  
d/b/a Mackey's Public House

By: \_\_\_\_\_  
George Koczwarra, Village Manager

By:   
Thomas Ridings, President

Printed Name: \_\_\_\_\_

Printed Name: Thomas Ridings

Address: 14700 Ravinia Avenue

Address: 9400 west 143 Rd

Orland Park, IL 60462

Orland Park

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

Date: 4/7/2021