



City of  
Laguna Woods

**SIDEWALK VENDOR  
INDEMNIFICATION AGREEMENT**

Planning & Environmental Services Department  
24264 El Toro Road, Laguna Woods, CA 92637

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**I. INTRODUCTION**

This Sidewalk Vendor Indemnification Agreement satisfies the City of Laguna Woods' indemnification requirements for sidewalk vendors as set forth in Laguna Woods Municipal Code Section 6.44.070. Additional information may be required subsequent to the submittal of this form, if necessary, per Laguna Woods Municipal Code Section 6.44.040(17).

**II. BUSINESS INFORMATION (#1 -#3 MUST MATCH "SIDEWALK VENDING PERMIT APPLICATION")**

1) Sidewalk Vendor's Legal Name: \_\_\_\_\_

2) Sidewalk Vendor's Fictitious Business Name(s) (if applicable): \_\_\_\_\_

3) Type of Sidewalk Vendor (check only one):

Roaming

*(For the purpose of this question only, "roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction. Roaming sidewalk vendors must remain in constant motion except when completing a transaction.)*

Stationary

*(For the purpose of this question only, "stationary sidewalk vendor" means a sidewalk vendor who vends from a fixed location. Stationary sidewalk vendors must remain in one place.)*

4) Sidewalk Vendor's Authorized Agent (person signing this agreement):

Legal Name – \_\_\_\_\_

Mailing Address – \_\_\_\_\_

Telephone Number – \_\_\_\_\_

Email Address – \_\_\_\_\_

**III. AGREEMENT**

**Leave the first three fields in this Section III blank.**

This Sidewalk Vendor Indemnification Agreement ("SIDEWALK INDEMNIFICATION"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and \_\_\_\_\_ ("SIDEWALK VENDOR").

*(SIDEWALK VENDOR'S LEGAL NAME – MUST MATCH LINE II(#1) ABOVE)*

CITY and SIDEWALK VENDOR agree as follows:

(a) CITY and its elected and appointed boards, officials, officers, agents, employees, and volunteers (individually, "INDEMNITEE" and collectively, "INDEMNITEES") shall have no liability to SIDEWALK VENDOR or any other entity or person for any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, injuries, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or otherwise occurring as a result of SIDEWALK VENDOR's activities of or in any way relating to SIDEWALK VENDOR's Sidewalk Vending Permit or by the negligent or willful acts or omissions of SIDEWALK VENDOR, its elected and appointed boards, officials, officers, agents, employees, subcontractors, and volunteers, committed in performing or in any way relating to SIDEWALK VENDOR's Sidewalk Vending Permit, including without limitation, injuries, illness, and deaths that may occur as a result of foodborne illness or the use of public property for sidewalk vending, for which it is not constructed, maintained, or intended for.

(b) SIDEWALK VENDOR shall indemnify, fund the defense, and hold harmless INDEMNITEES from and against, any and CLAIMS, which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or otherwise occurring as a result of SIDEWALK VENDOR's activities of or in any way relating to SIDEWALK VENDOR's Sidewalk Vending Permit or by the negligent or willful acts or omissions of SIDEWALK VENDOR, its elected and appointed boards, officials, officers, agents, employees, subcontractors, and volunteers, committed in performing or in any way relating to SIDEWALK VENDOR's Sidewalk Vending Permit, including without limitation, injuries, illness, and deaths that may occur as a result of foodborne illness or the use of public property for sidewalk vending, for which it is not constructed, maintained, or intended for.

(c) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which SIDEWALK VENDOR has agreed to indemnify INDEMNITEES as provided in Section (b) above, CITY shall defend INDEMNITEES at SIDEWALK VENDOR's expense by counsel selected by CITY, in its sole and absolute discretion. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The provisions of this SIDEWALK INDEMNIFICATION shall survive the expiration, suspension, revocation, termination, or invalidation of SIDEWALK VENDOR's Sidewalk Vending Permit. The defense funding obligation of SIDEWALK VENDOR shall apply without any advance showing or finding of negligence or wrongdoing by SIDEWALK VENDOR.

(d) In the event one or more persons or entities constitute the SIDEWALK VENDOR, the indemnification, defense, and hold harmless obligations hereunder to INDEMNITEES shall be joint and several among all SIDEWALK VENDORS. No indemnification, defense, and hold harmless obligations hereunder shall be limited, voided, or affected in any way by any allegation of contributory or comparative active or passive negligence by INDEMNITEES in connection with any CLAIM.

[CONTINUED ON NEXT PAGE]

Case # (CITY USE ONLY): \_\_\_\_\_

*GENERAL RELEASE.* SIDEWALK VENDOR acknowledges and waives its rights under California Civil Code section 1542, which states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

SIDEWALK VENDOR's Initials: \_\_\_\_\_

*CONSULTATION WITH LEGAL COUNSEL.* The person or persons executing this SIDEWALK INDEMNIFICATION on behalf of SIDEWALK VENDOR has reviewed this SIDEWALK INDEMNIFICATION and has had the opportunity to consult with legal counsel on the terms and provisions herein.

*AUTHORITY TO EXECUTE.* The person or persons executing this SIDEWALK INDEMNIFICATION on behalf of SIDEWALK VENDOR represents and warrants that he/she/they has/have the authority to so execute this SIDEWALK INDEMNIFICATION and to bind SIDEWALK VENDOR to the performance of its obligations hereunder.

*BINDING EFFECT.* This SIDEWALK INDEMNIFICATION shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

*SEVERABILITY.* If any term, condition, or covenant of this SIDEWALK INDEMNIFICATION is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this SIDEWALK INDEMNIFICATION and the conditions of approval to SIDEWALK VENDOR's Sidewalk Vending Permit shall not be affected thereby and this SIDEWALK INDEMNIFICATION and the conditions of approval to SIDEWALK VENDOR's Sidewalk Vending Permit shall be read and construed without the invalid, void, or unenforceable provision(s).

*NO THIRD-PARTY BENEFICIARIES.* Unless specifically set forth, the parties to this SIDEWALK INDEMNIFICATION do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

Signature of Sidewalk Vendor identified in Line II(#1) above or Sidewalk Vendor's Authorized Agent identified in Line II(#4) above: \_\_\_\_\_

Date Signed by Sidewalk Vendor identified in Line II(#1) above or Sidewalk Vendor's Authorized Agent identified in Line II(#4) above: \_\_\_\_\_

AGREED:

\_\_\_\_\_  
CITY MANAGER or ADMINISTRATIVE SERVICES DIRECTOR/CITY TREASURER  
CITY OF LAGUNA WOODS

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

Case # (CITY USE ONLY): \_\_\_\_\_

**THE SIDEWALK VENDOR/SIDEWALK VENDOR'S AUTHORIZED AGENT'S SIGNATURES ON THIS DOCUMENT MUST BE NOTARIZED. ATTACH ACKNOWLEDGEMENT FORM.**

**IF AN AUTHORIZED AGENT IS SIGNING THIS SECTION III, A SIGNED AND NOTARIZED LETTER FROM THE SIDEWALK VENDOR CONFIRMING THE AUTHORIZED AGENT HAS AUTHORITY TO SIGN FOR THE SIDEWALK VENDOR IS REQUIRED.**