

**CITY OF OLYMPIA**  
**MOBILE SIDEWALK VENDOR HOLD HARMLESS and NON-DISCRIMINATION AGREEMENT**

---

This Agreement is entered into between the City of Olympia (“City”) and \_\_\_\_\_ (“Vendor”) on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. Vendor is hereby authorized to operate as a Vendor subject to the terms and conditions contained in this Agreement and in the Temporary Use Permit (“Permit”) attached as **Exhibit A** and incorporated herein by reference.

I. General Provisions:

Vendor affirms that it meets all requirements for issuance of a Temporary Use Permit as a mobile sidewalk vendor under the Olympia Municipal Code and has been approved by the City for such use.

Vendor agrees to comply with the conditions set forth in the Permit and all federal, state, and local laws and regulations applicable to Vendor’s activities and/or services, including obtaining any licenses required to operate. If Vendor is selling food, Vendor must comply with all food safety and handling laws and regulations. *(Contact Thurston County Environmental Health for information).*

Vendor is solely responsible for the quality and safety of Vendor’s operations under Permit.

II. Insurance and Indemnity:

A. The Vendor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with activities or operations performed by the Vendor or on the Vendor’s behalf under this Agreement or the Permit, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that RCW 4.24.115 applies to this Agreement or the Permit, then the Vendor agrees to defend, indemnify, and hold the City, its officers, officials, employees, and volunteers, harmless to the maximum extent permitted thereunder. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section survive the expiration or termination of this Agreement.

B.

1. Insurance Term

The Vendor shall procure and maintain for the duration of this Agreement and the Permit, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on the Vendor’s behalf under this Agreement or the Permit.

2. No Limitation

The Vendor's maintenance of insurance as required by this Agreement may not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

3. Minimum Scope of Insurance

The Vendor shall obtain insurance of the types and coverage described below:

Commercial General Liability insurance must be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and must cover liability arising from operations, products-completed operations, and stop-gap liability. There may be no exclusion for liability arising from explosion, collapse, or underground property damage. The City must be named as an additional insured under Vendor's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

4. Minimum Amounts of Insurance

The Vendor shall maintain the following insurance limits:

Commercial General Liability insurance must be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products completed operations aggregate limit.

5. Other Insurance Provision

The Vendor's Commercial General Liability insurance policy or policies are to contain or be endorsed to contain that they are primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City is excess of the Vendor's insurance and does not contribute with it.

6. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

7. Verification of Coverage

The Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Vendor before issuance of the Permit.

8. Notice of Cancellation

The Vendor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

9. Failure to Maintain Insurance

Failure on the part of the Vendor to maintain the insurance as required is a material breach of this Agreement, upon which the City may, after giving five business days' notice to the Vendor to correct the breach, immediately terminate this Agreement or the Permit (or both) or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

10. City Full Availability of Vendor Limits

If the Vendor maintains higher insurance limits than the minimums shown above, the City is insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Vendor, irrespective of whether such limits maintained by the Vendor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Vendor.

III. Non-Discrimination

In all Vendor services, programs, or and activities, and all Vendor hiring and employment made possible by or resulting from this Agreement or the Permit, Vendor, and Vendor's employees, agents, and subcontractors shall not unlawfully against any person based on any legally protected class status, including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability, including sensory, mental, or physical disability. However, the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement applies to, but is not limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Vendor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, or any other applicable federal, state, or local law or regulation regarding nondiscrimination. Any material violation of this provision is grounds for termination of this Agreement or the Permit (or both) by City and, in the case of Vendor's breach, may result in ineligibility for further agreements with City.

To assist City in determining compliance with the foregoing nondiscrimination requirements, Vendor must complete and return the Statement of Compliance with Nondiscrimination, Exhibit B.

**(INSERT VENDOR'S NAME)**

**CITY OF OLYMPIA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

Approved as to Form:

\_\_\_\_\_  
Deputy City Attorney

Exhibit B

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's Nondiscrimination in Delivery of City Services or Resources ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to your employees, if applicable.

\_\_\_\_\_ affirms compliance with the City of Olympia's nondiscrimination ordinance and contract provisions. **Please check all that apply:**

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).  
What type, and how often? \_\_\_\_\_
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.  
What type of meeting, and how often? \_\_\_\_\_
- If, in addition to two of the above methods, you use other methods of providing notice of nondiscrimination, please list:  
\_\_\_\_\_  
\_\_\_\_\_

If the above are not applicable to the contract agency or vendor, please check here and sign below to verify that you will comply with the City of Olympia's nondiscrimination ordinance.

**Failure to implement the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.**

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Print Name of Person Signing

<b>Alternative Section for Sole Proprietor:</b> I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.	
_____ (Sole Proprietor Signature)	_____ (Date)