ATTACHMENT A

INDEMNIFICATION AND HOLD HARMLESS
Sign and Submit with Wholesale Application

THIS AGREEMENT is entered into as of this _____day of _____, 2_____ by and between _____, a California licensed fireworks wholesaler ("Wholesaler"), the City of La Mirada, a municipal corporation (City") and La Mirada Community Foundation ("Foundation").

In consideration for the issuance of a Wholesale Fireworks Permit for the distribution and/or sale of "safe and sane" fireworks in the City of La Mirada and to the furthest extent allowed by law, (_____PRINT ORGANIZATION LEGAL NAME HERE_____) (hereafter referred to as "PERMIT HOLDER")does hereby agree to indemnify, hold harmless and defend the City of La Mirada and the La Mirada Community Foundation each of its elected and appointed officials, officers, employees, agents and volunteers (hereafter collectively referred to as "CITY" and "FOUNDATION") from any and all loss, liability, fines, penalties, forfeitures, cost and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CITY and FOUNDATION, PERMIT HOLDER or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have risen directly or indirectly out of distribution and/or sale of fireworks by PERMIT HOLDER or any of its officers, officials, employees, agents, volunteers or invitees. PERMIT HOLDER obligation under the preceding sentence shall apply regardless of whether CITY and FOUNDATION or any of its elected and appointed officers, officials, employees, agents, volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by willful misconduct, of CITY and FOUNDATION or any of its elected and appointed officers, official, employees, agents or volunteers.

Throughout the life of this Permit, PERMIT HOLDER shall pay for and maintain in full force and effect all insurance as required in Wholesale Fireworks Permit Application which is incorporated into and part of the Permit requirements, or as may be authorized or required in writing by CITY and FOUNDATION or their designee at any time and in their sole discretion.

PERMIT HOLDER shall conduct all defenses at its sole cost. The fact that insurance is obligated by the CITY and FOUNDATION shall not be deemed to release or diminish the liability of the PERMIT HOLDER, including, without limitation, liability assumed under this Permit, The duty to indemnify shall apply to all claims regardless whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate lability of the PERMIT HOLDER. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by the PERMIT HOLDER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the PERMIT HOLDER, its officials, officers, employees, agents, volunteers, or invitees.

CITY and FOUNDATION shall be reimbursed for all costs and attorney's fees incurred by CITY and FOUNDATION in enforcing this agreement.

WHEREFORE, the parties have executed this Agreement as of the day and year first above written.

WHOLESALER	CITY OF LA MIRADA	LA MIRADA COMMUNITY FOUNDATION
_____	By _____ Assistant City Manager or Designate	By _____ Foundation President
_____		
By _____ Name of Wholesaler (Two Corporate Signatures Required)		