

CITY OF INDIO

SHORT TERM RENTAL PERMIT INDEMNIFICATION AGREEMENT

Short Term Rental Property Address: _____ (“Property”)

Permit Number: _____

Owner(s) Names: _____

The undersigned certify(ies) and agree(s) as follows:

1. I/We am/are the legal owner(s) (“Owner”) of the above-referenced Property. Individuals executing this Agreement on behalf of a corporation, partnership or other entity or organization represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms.

2. Owner has read Chapter 37 of the Indio Municipal Code and understands all City of Indio rules and regulations set forth in said Chapter.

3. Owner agrees to assume all risk and shall indemnify, defend and hold the City of Indio, a municipal corporation, and its officials, officers, employees and agents (collectively, the "Indemnified Parties") harmless from and against any and all claims, demands, causes of action, suits, judgments, penalties, defense costs, losses, liabilities, expenses, or damages of any kind or nature incurred, arising out of or in connection with: (a) Owner’s operation and maintenance of the short-term rental at the Property and/or the Property; (b) Owner's use and/or occupancy of the Property; (c) Owner's occupants' use and/or occupancy of the Property; (d) any act or omission of Owner or any of Owner's employees, agents, contractors or representatives related to the use of the Property; (e) any act or omission of Owner's occupants of the short-term rental unit at the Property; (f) the City's approval of the above-referenced permit or renewal thereof (the "Permit"); (f) any other matter relating to the short-term rental and/or the Property, including without limitation any claim or demand made by the governing body of a homeowners' or maintenance association having jurisdiction over the subject short-term rental in any action or proceeding in which the Indemnified Parties (or any of them) are named or made a party arising out of or connected with the subject matter of any applicable covenants, conditions and restrictions and/or rules and regulations.

4. Owner hereby releases, waives, discharges and covenants not to present any claim or sue the City of Indio, its officials, officers, employees and agents, from and for any and all liability resulting from any personal injury, accident, illness, death, and/or property damage or loss, however caused, arising from, or in any way related to, the operation of a short-term rental at the Property.

5. I have read and understand this document. I understand that it relieves the City of Indio and its officials, officers, employees and agents from any and all liability caused by negligence of the Owner and I sign voluntarily. I certify under Penalty of Perjury under the laws of the State of California that the foregoing is true and correct.

Signature

Date

Print Name and Title

Signature

Date

Print Name and Title