

**ADDITIONAL LANGUAGE TO APPLICATION FOR FOOD AND BEVERAGE
OR MERCHANDISE VENDOR PERMIT FOR RAGBRAI 2009, STANTON**

The APPLICANT for either a food and beverage vendor or merchandise vendor permit from the City of Stanton effective July 20, 2009 agrees that the applicant by making such application assumes and agrees to pay all damages for personal injury or property damage happening to any person or persons caused by or resulting from acts or omissions of the applicant or the applicant's agents, employees, officers, volunteers or other persons acting by, through or for the applicant occurring upon city property.

APPLICANT AGREES that in consideration of and as a condition precedent of the grant of the application for a permit, applicant will obtain a policy of liability insurance protecting applicant and applicant's agents, employees, officers, volunteers or other persons acting by, through or for applicant against loss, liability or damages to third parties caused by or resulting from acts or omissions of applicant, applicant's agents, employees, officers, volunteers or other requested by applicant is to be valid. Any such policy of insurance must be endorsed to name the City of Stanton, Iowa and Stanton RAGBRAI Committee 2009 as additional insureds. A certificate of insurance issued by a recognized company authorized to do business in the State of Iowa certifying to the effectiveness of this insurance coverage must be furnished to the Stanton City Clerk upon grant of applicant's application for food and beverage vendor or merchandise vendor permit. The applicant's permit grant shall be conditional until an originally-signed certificate of insurance is received by the Stanton City Clerk satisfying the conditions herein set forth.

PLEASE NOTE: The applicant for any permit as food and beverage vendor or merchandise vendor during RAGBRAI's visit to the City of Stanton on July 20, 2009, by making such application for permit promises to the City of Stanton that the applicant will assume and pay for all injuries to person or property arising from or relating to the issuance of the vendor permit or the doing of any act thereunder or the failure of the applicant, applicant's agents, employees, volunteers or other persons acting for the applicant, to abide by or comply with any of the provisions of the Code of Ordinances of the City of Stanton, or the terms and conditions of issuance of the permit, and such applicant, by making application for permit, agrees to hold harmless, defend and indemnify the City of Stanton and RAGBRAI Stanton Committee 2009, and any officer, agent, employee, volunteer or other person acting for either of such entities, from and against all claims, demands, or liability for any loss, damage, or injury alleged to be caused by acts or omissions of applicant, applicant's agents, employees, volunteers or other persons acting by or for any such persons, by reason of issuance of applicant's permit or operations conducted by applicant under applicant's permit.