

AFFIDAVIT AND HOLD HARMLESS AGREEMENT

1. The undersigned affiant is an authorized agent for the City of Manchester (**the "Organization"**). As such, the undersigned has full authority to bind Organization in accordance with the terms of this agreement.
2. **TKG MANCHESTER HIGHLANDS SHOPPING CENTER, LLC, a Delaware limited liability company (the "Owner")** is the owner of certain property located at the shopping center commonly known as Manchester Highlands in Manchester, Missouri, including that certain premises as outlined on Exhibit "A" attached hereto (**the "Premises"**).
3. Organization, its agents, employees, and vendors desire to enter upon the Premises for **the sole purpose of installing a license plate reader camera upon the Premises**. Organization agrees to the following:
 - a. To the extent permitted by law and without waiver of sovereign immunity by Organization, indemnify, defend and hold **Owner**, TKG Management, Inc., and Western Skies Management, Inc. harmless from any claims for damages, losses, injuries, costs, taxes, interest, fines, penalties, fees, and expenses of every kind and nature, which may be incurred by the use of the Premises or the operation and/or use of the license plate reader by the Organization or its agents, employees, and vendors.
 - b. To the extent permitted by law and without waiver of sovereign immunity by Organization, indemnify, defend and hold **Owner**, TKG Management, Inc., and Western Skies Management, Inc. harmless from any costs, expenses, or damages as a result of any injuries suffered by any person, which may be incurred by the use of the Premises or the operation and/or use of the license plate reader by the Organization or its agents, employees, and vendors.
 - c. To the extent permitted by law and without waiver of sovereign immunity by Organization, indemnify, defend and hold **Owner**, TKG Management, Inc., and Western Skies Management, Inc. harmless from any costs, damages, any attorney's fees, court costs, or other reasonably related litigation expenses incurred by **Owner**, TKG Management, Inc., and Western Skies Management, Inc., in defending against the claims of any person or persons who claim damages as a result of the use of the Premises or the operation and/or use of the license plate reader by the Organization or its agents, employees, or vendors.
 - d. To return the Premises to the same condition as Organization accepted the Premises.
 - e. To comply with all applicable rules, regulations, ordinances, and laws governing the Organization's use of any part of the Premises.
 - f. To keep the exterior areas orderly, neat, clean, and free from rubbish and trash at all times.
 - g. Organization shall have full responsibility for protecting the Premises and Organization's property located therein from theft and robbery.
4. The undersigned affiant recognizes that **Owner**, TKG Management, Inc., and Western Skies Management, Inc. will rely upon this affidavit and agreement in granting access to the Premises. Organization also agrees at all times during this term, at its sole cost and expense, to maintain the following insurance:
 - a. Worker's Compensation & Employers Liability Insurance must be carried in at least the following limits i) Worker's Compensation – Statutory; and ii) Employer's Liability \$500,000 – Bodily Injury – each accident, \$500,000 – Bodily Injury by Disease – each employee, and \$500,000 – Bodily Injury by Disease - aggregate
 - b. Commercial General Liability (on form CG 00 01 or equivalent): Insurance must be carried in at least the following limits Bodily Injury and Property Damage Combined Single Limits i) \$1,000,000 per occurrence and ii) \$1,000,000 general aggregate limit

- c. Commercial Automobile Liability must be carried in at least the following limits i) Bodily Injury and Property Damage \$1,000,000 Combined Single Limit. Business Auto Policies are required to have: Any Auto or Owned, Non-Owned and Hired Automobile Coverage
- d. Umbrella Excess Liability: must be carried in at least the following limits i) \$1,000,000 - Each Occurrence and Aggregate Limit. All coverages and terms required under the Commercial General Liability, Automobile Liability and Employer's Liability must be included on the Excess/Umbrella Liability policy.
- e. Property Insurance to protect its own plate reader camera, equipment, tools, materials and personal or borrowed property brought on-site against risk of loss with sufficient limits to cover the value of all of the equipment, tools and materials Organization may use. Organization is solely responsible for any deductibles, self-insured retentions or uninsured losses for any reason arising out of Organizations' obligations of this Section. Coverage shall include equipment leased/borrowed/rented by Organization.
- f. **Owner**, TKG Management, Inc., and Western Skies Management, Inc. and all their respective affiliates, subsidiaries, successors, directors, officers, employees and agents must be endorsed on the Organization's General Liability, Liquor Liability, Automobile, and Umbrella Liability as an "Additional Insured." General Liability shall be primary and non-contributory.

IN WITNESS WHEREOF, the undersigned affiant has executed this affidavit on this 18th day of July, 2023.

[City of Manchester]


By: Justin Kloocke, CA

Witness:


By: Cinnamon Mullins, Deputy City Clerk

SITE PLAN

