

## INDEMNIFICATION AGREEMENT

This indemnification agreement (the "Agreement") is made and entered into by and between the Chicago Zoological Society (the "SOCIETY"), located at 3300 Golf Road, Brookfield, Illinois 60513, USA, and the Metropolitan Water Reclamation District, 100 East Erie Street, Chicago, IL 60611 (the "PERFORMER") (together, the "PARTIES").

WHEREAS, the SOCIETY wishes to allow PERFORMER to provide a public household hazardous waste event in the north parking lot on either Saturday, September 14 or 28, 2013, and

WHEREAS, the SOCIETY and the PERFORMER wish to acknowledge and confirm the terms and conditions that will apply;

NOW, THEREFORE, the Parties agree as follows:

1. Confidentiality and Non-Disclosure. The PERFORMER acknowledges and agrees that the PERFORMER will be subject to certain confidentiality and non-disclosure obligations to the SOCIETY. The PERFORMER agrees that it will take all reasonable steps to comply with those obligations.

2. Indemnification. PERFORMER shall defend, indemnify, and hold harmless the SOCIETY and the Forest Preserve District of Cook County, their officers, agents and employees, from and against any legal liability for all claims, losses, damages, and expenses for bodily injury, death, or third-party property damage to the extent such claims, losses, damages, or expenses are caused by PERFORMER's negligent or willful acts, errors, or omissions.

The SOCIETY shall defend, indemnify, and hold harmless the PERFORMER, its officers, agents and employees, from and against any legal liability for all claims, losses, damages, and expenses for bodily injury, death, or third-party property damage to the extent such claims, losses, damages, or expenses are caused by the SOCIETY's negligent or willful acts, errors, or omissions.

This indemnification shall survive early termination or expiration of this Agreement.

3. Insurance. During the term of this Agreement, PERFORMER shall maintain, at its sole cost and expense, the following insurance issued by an insurance company authorized to conduct business in the State of Illinois and having an "A" VII rating or better by A.M. Best:

- (i) General Liability Insurance, having a combined single limit of One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate.
- (ii) Automobile Liability Insurance, having a combined single limit

- of One Million Dollars (\$1,000,000) per occurrence.
- (iii) Employers' Liability Insurance, having a limit of Five Hundred Thousand Dollars (\$500,000) for each occurrence.
- (iv) Workers Compensation- Statutory Limits
- (v) Umbrella Liability Insurance, with a limit of five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate.

Current certificates of insurance for all policies and concurrent policies required to be maintained by PERFORMER pursuant to this Article shall be furnished to the SOCIETY. All such insurance policies, except worker's compensation and employer's liability, shall name Chicago Zoological Society and the Forest Preserve District of Cook County, their officers, agents, employees, and agents as additional insured, but only with respect to liability arising out of PERFORMER's operations. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written, except 10 days notice of cancellation shall apply in the event of non-payment of premium, notice to the SOCIETY in the event of cancellation or reduction of coverage. In the event of a claim, PERFORMER shall make copies of applicable insurance policies available for review by the SOCIETY.

4. Governing Law. Notwithstanding the principles of conflicts of laws of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed by the laws of the United States and the State of Illinois. Any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts serving Cook County, Illinois and the SOCIETY and the PERFORMER hereby submit to personal jurisdiction in Illinois and to venue in such courts.

5. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, and a court of competent jurisdiction cannot modify such provision, such invalidity, illegality or unenforceability will not affect any other provision, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

6. Paragraph Headings. Paragraph headings are inserted herein only for convenience of reference and shall not be construed in the construction of any provision hereof.

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements or contracts, oral or written, between the Parties with respect to the subject matter hereof.

8. Permission. PERFORMER hereby gives permission to the SOCIETY, its agents, successors, and assigns, to use PERFORMER's image (still photo, audio, or video recordings) of any performance in conjunction with any SOCIETY production, advertisement, promotion, or for other similar purposes.

9. Waiver of Breach. The waiver by the SOCIETY of a breach by the PERFORMER, or the waiver by the PERFORMER of a breach by the SOCIETY, of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by THE SOCIETY or the PERFORMER.

10. Assignment. This Agreement and all provisions hereof shall inure to the benefit of and be binding upon the PERFORMER and the SOCIETY and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CHICAGO ZOOLOGICAL SOCIETY

Metropolitan Water Reclamation District

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_  
*(Legally authorized signor for the Society)*

Its: \_\_\_\_\_  
*(Legally authorized signor for the PERFORMER)*

Date: \_\_\_\_\_

Date: \_\_\_\_\_