

MEMORANDUM

Date: August 24, 2021

To: Kenton County Fiscal Court

From: Ralph Bailey

Re: Parking Agreement

Request approval of a Parking Agreement between AWH Rivercenter Tennant LLC. and ABM Industry Groups, LLC on behalf of Kenton County.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement (the "Agreement") is dated this 20th day of August, 2021 by CIP14 AWH Rivercenter Tenant LLC. ("Indemnitor") in favor of ABM Industry Groups, LLC ("ABM") and Lessor (defined below).

Whereas, ABM manages real property commonly known as Kenton County Garage in Covington, KY (the "Lot") from Kenton County Fiscal Court. ("Lessor");

Whereas, Indemnitor desires to use the Lot beginning September 1, 2021 on a month to month basis (the "Term") as part of valet storage. Indemnitor shall pay ABM the sum of \$4,800 per month for use of the designated portion of the Lot during the Term;

Whereas, Indemnitor acknowledges that its activities, presence or use of a portion of the Lot during the Term may cause damage to the Lot;

Whereas, in consideration of ABM's lease of parking spaces and allowing Indemnitor to store valet vehicles, Indemnitor has agreed to indemnify, defend and hold ABM and Lessor harmless from any and all liabilities arising out of or connected in any way with Indemnitor's activities, presence or use of the Lot;

Now, therefore, Indemnitor hereby agrees as follows:

- I. The above recitals are incorporated by reference as though fully set forth herein.
- II. Indemnitor shall indemnify, defend and hold ABM and Lessor harmless, including their subsidiaries, affiliates, parent corporations, directors, officers, employees, successors and assigns (collectively, the "Indemnitees") with respect to any claim, damage or loss of whatever nature, including but not limited to, bodily injury, personal injury, death or property damage, arising from, contributed to or occasioned by Indemnitor's activities, presence or use of the Lot prior to and subsequent to the execution of this Agreement and for a period of three (3) years after the end of the Term. Indemnitor expressly agrees to return any portion of the Lot affected by Indemnitor's activities to the same condition as existed prior to the commencement of the Term, which includes, but is not limited to, completely repairing any damage caused by Indemnitor's activities, in addition to repaving and restriping any materially damaged portions of the Lot. Any and all repairs are to be completed prior to the end of the Term.
- III. Indemnitor shall provide the following minimum insurance coverage in connection with Indemnitor's indemnification obligations above throughout the Term and for a period of three (3) years after the end of the Term:
 - A. Commercial General Liability:
 - \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate per location.
 - Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, property damage, products and completed operations liability, and personal injury liability. A combination of primary and excess policies may be utilized.
 - Policy shall be primary and noncontributory to Indemnitees' insurance policies.
 - Waiver of subrogation in favor of Indemnitees.
 - Occurrence based.

- B. Workers' Compensation - Statutory Limits
 - Waiver of subrogation in favor of Indemnitees.
 - C. Employer's Liability:
 - With minimum liability limits of \$500,000.00 each accident; \$500,000.00 bodily injury by disease; \$500,000.00 each employee.
 - Waiver of subrogation in favor of Indemnitees.
 - D. Commercial Automobile Liability:
 - Combined Single Limit - \$1,000,000 per accident.
 - Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.
 - Policy shall be primary and noncontributory to Indemnitees' insurance policies.
 - Waiver of subrogation in favor of Indemnitees.
 - E. Property Insurance:
 - Minimum \$100,000.00 limit - all-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on Lessor's premises by Indemnitor.
 - Indemnitees shall be designated as loss payees.
 - F. Umbrella Liability:
 - \$5,000,000.00 per occurrence to be applied in excess of commercial general liability, commercial automobile liability, workers' compensation and employer's liability policies.
 - Policy must follow form of commercial general liability and commercial automobile liability policies as to additional insured, waiver of subrogation, and primary and non-contributory provisions.
- IV. Policies described in Sections III.A. and III.D. above shall include the parties below as additional insured, including their subsidiaries, affiliates, parent corporations, directors, officers, employees, successors and assigns. A blanket additional insured endorsement is acceptable, but under no circumstances shall coverage for the additional insured be limited or restricted to an amount less than full policy limits. Please note that the spelling of these parties must be exactly correct:
- ABM Industry Groups, LLC
 - Kenton County Fiscal Court
- V. All policies will be written by companies licensed to do business in the State of Kentucky and which have a rating by Best's Key Rating Guide not less than "A-/XII".
- VI. Indemnitor shall furnish to ABM and Lessor Certificates of Insurance, in a form acceptable to ABM and Lessor, evidencing the above coverage. **ABM Industry Groups, LLC. shall be the certificate holder.** At ABM's or Lessor's request, Indemnitor shall promptly deliver copies of any applicable endorsements and policy declaration pages.

VII. It is agreed that in the event any of the above required insurance policies are cancelled prior to expiration, Indemnitor will mail thirty (30) days' advance written notice to:

ABM Industry Groups, LLC
c/o Richard LeBlanc
1111 Fannin
Suite 1500
Houston, TX 77002

E-mail Certificates: ABM: Mike.lecky@abm.com
Originals mailed: See above addresses.

IN WITNESS WHEREOF, the parties hereto, each by persons duly authorized, have caused this Agreement to be executed as of the day and year first written above.

Indemnitor:

By: _____

Name: _____

Title: _____