**FORM OF INDEMNITY – COMPANIES AND INCORPORATED ASSOCIATIONS**

**This is a legally binding agreement.**

This Indemnity is between **BAYSIDE CITY COUNCIL (Council)** and the company or incorporated association named
…………………………………………………………………………… **(Organisation)**.

It arises out of a proposal by Council to issue a permit to the Organisation under Council's Neighbourhood Amenity Local Law 2021 – Part 4 Business & Asset Protection.

The Organisation agrees that, in exchange for Council's issue of the permit under the Local Law, it will indemnify Council and keep Council indemnified against any and all liability (including liability and negligence) and any and all loss, damage, costs and expenses incurred by Council which arise out of anything done or omitted to be done by the Organisation in or on the area which is the subject of the permit.

SIGNED SEALED AND DELIVERED by )

**(insert name)** …………………………………………………. )

for and on behalf of the Organisation in the )

presence of: )

………………………………………………………………….

**(Witness)**

…………………………………………………………………

**(Date)**

**FORM OF INDEMNITY – INDIVIDUALS**

**This is a legally binding agreement.**

|  |  |
| --- | --- |
|  | (Name of Guarantor) |
|  | (Address) |
|  | (Occupation) |
|  | (Name of Organisation) |

It is between **BAYSIDE CITY COUNCIL** **(Council)** and the person named above **(Guarantor)**. It arises out of an indemnity given by the company or incorporated association named above **(Organisation)** concerning the proposed issue of a permit to the Organisation under Council's Neighbourhood Amenity Local Law 2021 – Part 4 Business & Asset Protection.

The Guarantor agrees that, in exchange for Council issuing the permit under the Local Law, the Guarantor will pay and make good to Council on demand any loss, damage, costs and expenses incurred by Council as a result of the Organisation's refusal or failure to honour the indemnity given by it.

The Guarantor further agrees that any negligence or tolerance by Council in attempting to obtain payment or enforce the performance of the Organisation's indemnity will not release or, in any way affect, the Guarantor's liability under this agreement.

Finally, the Guarantor agrees that the guarantee given under this agreement is a continuing guarantee and that the Guarantor's liability will not be affected by any indulgence shown to the Organisation by Council.

SIGNED SEALED AND DELIVERED BY )

**(Guarantor)** ………………………………………………….. )

in the presence of: )

…………………………………………………………………..

**(Witness)**

………………………………………………………………….

**(Date)**