

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT PURSUANT TO
PARTICIPATION IN THE ELMHURST PUBLIC ART MURAL PROGRAM**

I, _____, the owner (the "Owner") of the property commonly known as _____, Elmhurst, Illinois, (the "Property") do hereby protect, indemnify, defend and forever hold harmless the City of Elmhurst (the "City"), its officers, employees, agents, volunteers, successors and assigns against and from any and all liability, loss and expense resulting from or arising out of, in whole or in part, the installation, placement or maintenance of any mural on the Property pursuant to the City's Public Mural Art Program. The Owner further waives any claims that the Owner may have against the City with respect to consequential, incidental, or special damages, however caused, based in the theory of liability.

Dated this _____ day of _____, 20__.

Owner