

**INDEMNITY AND HOLD HARMLESS AGREEMENT  
FROM OUTSIDE EMPLOYER  
FOR VILLAGE OF WINNEBAGO POLICE OFFICER  
Lexipol Policy No. 1039**

\_\_\_\_\_ ("Employer") is desirous of employing  
\_\_\_\_\_ ("Employee"), a Village of Winnebago  
Police Officer, on a part-time basis during his/her off-duty hours to act solely for and  
on behalf of the Employer and not in any way on behalf of the Village of Winnebago in  
connection with his/her employment as a police officer by the Village.

To the fullest extent permitted by law, Employer agrees to indemnify and hold harmless the Village of Winnebago, its Police Department, its elected and appointed officials, employees, and volunteers, and others working on behalf of the Village (collectively referred to herein as the "Village") from and against all losses, costs, expenses, damages, liabilities or claims, whether groundless or not, including, but not limited to, those arising out of bodily injury, sickness or disease (including death resulting at any time therefrom), false arrest, false imprisonment, assault and battery, violation of constitutional or civil rights (state and/or federal), personal injury, or any other damages which may be sustained or claimed by any person and any damage to or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of Employee while employed by or working on behalf of the Employer.

Employer agrees to maintain and provide evidence of public liability insurance in an amount not less than \$1,000,000.00 and workers compensation insurance. Said liability insurance shall indemnify Employer and Employee against liability arising out of the acts or omissions of Employee and only while Employee is performing services for the Employer. The Village shall be named as an additional insured party under said liability insurance, and written proof of said coverage shall be provided to the village of Winnebago before Employee commences work with Employer. Further, the Village shall be provided with written evidence of annual or other time frame, renewal of such coverage so long as Employee is still working for Employer on a part-time basis, and with the Village of Winnebago on a full-time basis. Employer shall be responsible for reimbursement to the Village for costs and expenses of including, but not limited to, attorney fees in defending any such claim or any suit, action or proceeding which may be commenced against the Village relating to Employee's actions which shall be solely limited to actions which arose out of services Employee was performing for Employer. Employer shall pay any and all judgments which may be recovered in any such suit, action, or proceeding, and any and all expenses, including, but not limited to, costs, attorney's fees and settlement expenses which may be incurred which shall be solely limited to actions arising out of services Employee provided for Employer.

Employer acknowledges that Employee may not use his/her Village of Winnebago police officer uniform or any equipment provided to him/her as a police officer by the Village of Winnebago in performing his/her responsibilities to Employer. Employee may be called upon by the Village during off-duty hours for court appearances and other duties related to his/her employment as a police officer without prior notice, resulting in possible unavailability to work for Employer, and such terms are acceptable to the Employer. Employer shall be bound by any restrictions on outside employment currently in effect or hereafter promulgated by the Village of Winnebago Police Department.

Employee, in requesting approval for the outside employment by Employer, agrees to be bound by any rules, regulations, or orders promulgated by the Village of Winnebago Police Department regarding outside employment, and agrees that he/she will not wear his/her police uniform or use any equipment or material provided by the Village without the Village's approval, or hold himself/herself out as a police officer in carrying out or in performing any of his/her duties as an Employee of Employer.

EMPLOYEE:

EMPLOYER:

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Name of Employee

Dated: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and Sworn to Before Me

On: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature

County of \_\_\_\_\_, State  
of Illinois

\_\_\_\_\_  
Title

My Commission Expires:

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Dated

*EMPLOYER TO FILL IN:*

Location of Work: \_\_\_\_\_

Days to be worked: \_\_\_\_\_

Describe work to be performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_