

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN JOHN ALMAREZ, DBA 360 ZONE AND
THE CITY OF JOHNSON CITY, TEXAS FOR
GOOGLE BUSINESS PHOTOGRAPHY**

This Professional Services Agreement for Google Business Photography (“Agreement”) is entered into by and between the City of Johnson City, Texas (“City”) and John Almarez, dba ‘360 Zone’ (“Photographer”), collectively the “Parties” or singularly “Party”.

- 1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which the Photographer will provide the City with photography services.
- 2. **Effective Date and Term.** The term of this Agreement is for five (5) months, beginning April 18, 2023 and ending September 30, 2023; provided, however, that this Agreement may be extended until December 31, 2023, at no additional cost, to complete scheduled photography sessions. The Agreement may be terminated by either Party for convenience upon thirty (30) days written notice to the other.
- 3. **Scope of Services; Terms and Conditions of Performance.**
 - a. Photographer will provide the still photography and 360 virtual tour services in accordance with the rules and guidelines specified by Google for the Google Business Photos Program (“Program”) and this Agreement.
 - b. Photographer will coordinate with the City to contact sales and use tax producing businesses with a Certificate of Occupancy (“Business”) in the City of Johnson City about participation in the Program. Photographer will coordinate with the City to contact each interested business to schedule a time and date for the photographic services.
 - c. A Business which meets Google’s requirement and expresses an interest in the Program will be eligible for a photo session on a first-come, first-served basis, and on the continued availability of City funding.
 - d. Photographer will take photographs of those portions of the exterior and interior of the business premises designated by the Business as acceptable for photographing.
 - e. Photographer will use commercially reasonable efforts to ensure that the photographs meet the Program’s technical specifications.
 - f. Photographer will assign or procure the assignment of all ownership rights in the photographs, including intellectual property rights, to the respective Business and to the City.
 - g. Prior to taking any photographs, Photographer shall obtain a signed application form from each Business as contained in Exhibit B, attached hereto and incorporated fully herein. No service shall be provided until said application is received and approved by the City.
 - h. Photographer will be responsible for transferring all photographs to a media device supplied by the City.

- i. Photographs taken each month shall be released to the City prior to payment for services.
- j. Photographer shall provide a monthly progress report of businesses photographed.

4. Compensation.

- a. The total maximum amount to be remitted to Photographer for services shall not exceed Ten Thousand Dollars and No Cents (\$10,000) for the term of this Agreement.
- b. Compensation shall be based on the Price Guidelines contained in Exhibit A, attached hereto and incorporated fully herein, and payment shall be issued per completed virtual tour as outlined in Exhibit A.
- c. Photographer shall be reimbursed \$75.00 for mileage round trip between San Antonio and the City undertaken solely for the performance of photography services under this Agreement.

5. Payment for Services. Photographer shall submit a detailed monthly invoice to the City, and City shall remit payment within thirty (30) days of receipt payable to Photographer at the respective address provided herein.

6. Refund. Photographer will refund the Service Fees paid by the City to the Photographer and will have no further liability with respect to the Agreement if Google rejects the photographs for failure to meet the Google Business Photos technical specifications, and Photographer does not correct the failure.

7. INDEMNIFICATION. PHOTOGRAPHER SHALL, AT ALL TIMES, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF JOHNSON CITY, CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS OF THE CITY FROM AND AGAINST ALL LIABILITY AND EXPENSE, INCLUDING DEFENSE COSTS AND LEGAL FEES, ARISING FROM AND CONNECTED WITH CLAIMS AND LAWSUITS FOR DAMAGES FROM BODILY INJURY, DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE RELATING TO PHOTOGRAPHER'S OPERATIONS OR SERVICES PERFORMED UNDER THIS AGREEMENT. Nothing contained in this Agreement shall be construed as a waiver of or relinquishment of governmental or sovereign immunity by the City. The indemnity provided herein shall survive termination and/or expiration of this Agreement.

8. Insurance. Photographer shall procure and maintain for the term of this Agreement vehicular, operational, professional, and contractual liability insurance with a company authorized to transact business in the State of Texas. Said insurance shall be in the amount of not less than \$500,000 for each occurrence for automobile, ambulance, and other vehicular liability insurance; insurance for professional liability in an amount not less than \$1,000,000 for each occurrence and in the aggregate; insurance for general liability, which shall specifically include civil rights matters, in an amount not less than \$100,000 for each occurrence. Photographer shall provide evidence of insurability to the City prior to provision of services.

9. **Notices.** All notices, authorizations, and requests in connection with this Agreement shall be in writing and deemed given (i) three days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid; and addressed to the other Party as set forth herein or to such other address as the party to receive the notice or request so designates by written notice to the other.
10. **Amendments.** This Agreement may be amended only in writing signed by the parties and subject to approval by the City Council.
11. **Severability.** The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.
12. **Applicable Law; Venue; Legal Fees.** The Parties agree to comply with all Federal, State and Local laws and ordinances applicable to the work or services to be performed under this Agreement. This Agreement shall be governed by the laws of the State of Texas. Venue shall lie in Blanco County, Texas. In the event of litigation, each Party shall be responsible for his own legal costs and fees.
13. **Authority.** The Parties represent that each has the full legal authority to execute this Agreement and to bind themselves to the terms, conditions, provisions, and obligations contained herein.
14. **Assignment.** This Agreement may not be assigned without the express prior written consent of the other Party.
15. **Independent Contractor; No Third-Party Beneficiaries; No Relationship.** Photographer is an independent contractor. Photographer is solely responsible for the supervision and performance of his employees, if any, while providing the services under this Agreement. No employee, agent, or servant of Photographer is or shall be deemed an employee, agent, or servant of the City. There are no third-party beneficiaries of this Agreement. This Agreement does not, nor is it intended to, create any partnership or joint venture between the Parties.
16. **Entire Agreement.** This Agreement, together with its exhibits, constitutes the final and entire Agreement between the Parties and contains all the terms and conditions agreed upon and shall supersede any and all prior written and oral agreements between the Parties.
17. **Counterparts.** If this Agreement is executed in multiple counterparts, all counterparts taken together will constitute this Agreement.

Remainder of page intentionally left blank.

Signature Page[s] follow.

EXECUTED and AGREED to on the dates indicated below.

CITY OF JOHNSON CITY, TEXAS

P.O. Box 369
303 E. Pecan Drive
Johnson City, Texas 78636

Rhonda Stell, Mayor


Date: _____

Attest:

Whitney Walston, City Secretary

Date: _____

PHOTOGRAPHER JOHN ALMAREZ, Dba 360 Zone



John Almarez
dba 360 Zone
11623 Brae Valley
San Antonio, TX 78249

Date: April 12th 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):	
	E-MAIL ADDRESS: contact@hiscox.com	
INSURED JOHN ALMAREZ DBA 360 ZONE 11623 Brae Valley San Antonio, TX 78249	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

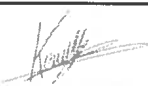
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			P100.062.739.11	01/24/2023	01/24/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**Proposal for Google Street View
By Trusted Photographer
John Almarez, dba 360 Zone**

Date: February 12, 2023

John Almaraz 360 Zone

Google Street View Trusted Photographer

Helping Cities & Businesses Standout on Google



Google Street View

TRUSTED

Photographer

February 12th 2023

John Almaraz 360 Zone
Google Trusted Photographer
(210) 860-8925
San Antonio, Texas
almaraz808@gmail.com
360zone.com

Changing World of Technology

Today we're living in an ever changing world of new technology and being on the forefront of that new technology is key for any business or city today.

Using that technology to stand out on the World Wide Web is an important factor to help the growth of any city or business. This in turn helps the bottom line of businesses by bringing in more customers and helping cities bring in more tax revenue.

The internet has changed how we decide to buy. Whether we are shopping for a car, a dinner reservation, event tickets, or vacations. Google now processes over 40,000 search queries every second on average, which translates to over **3.5 billion searches** per day and **1.2 trillion searches** per year worldwide.

2
Source: Internet Live Stats

There are more than 2.3 million Google searches conducted each minute

What have you Googled today?
I "Googled" the appropriate temperature to bake Alaskan salmon and

Google connected me with
338,000
results in under

0.81
seconds

The first result was more than satisfactory.
With over

3.5
billion searches
conducted a day

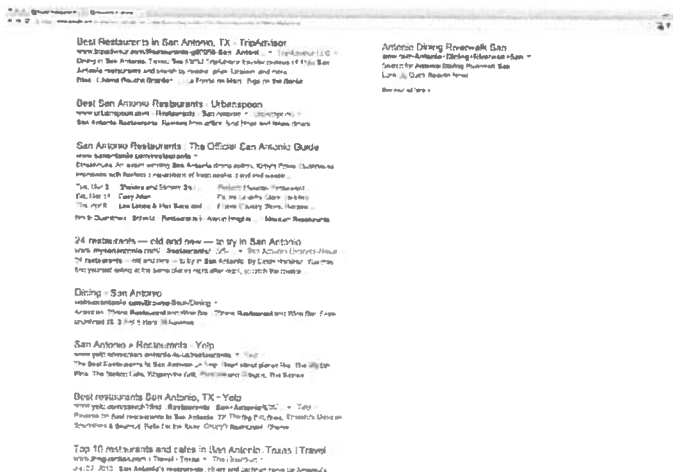
odds are that you've Googled something. It might have been that very search that led you here. Back when Google launched in 1995, users were conducting just 500,000 searches per day. Today, this statistic has more than

Today, this statistic has more than quadrupled

The Problems Businesses Face

Standing out on the Internet

Businesses have a huge problem standing out in this big mass called the INTERNET. It's almost overwhelming for any business or city to deal with. They frankly have enough to worry about running their day-to-day operations of their business and keeping their doors open.



Example of search done on Google for San Antonio Restaurants

Pace of New Technology and keeping on top of it.

With the fast pace of new technology, businesses also have a hard time keeping up. Learning new technology for businesses can be a challenge and changing the way we do business. Businesses can of course hire internet marketing firms to deal with everything from making a web page, handling a twitter account, facebook account, and Google info page, but that costs money including monthly fees.

Getting New Customers

Customers hate uncertainty. Now they want to know how the place looks, can they get what they are looking for there, and what is the cost. Businesses have a hard time reaching those new customers this way. They are proud of their locations and want to show them off as much as possible. They work very hard to have the very best experience for those customers they have.

But how do they get people in the door and make them familiar with their location using the internet?

Our Solution

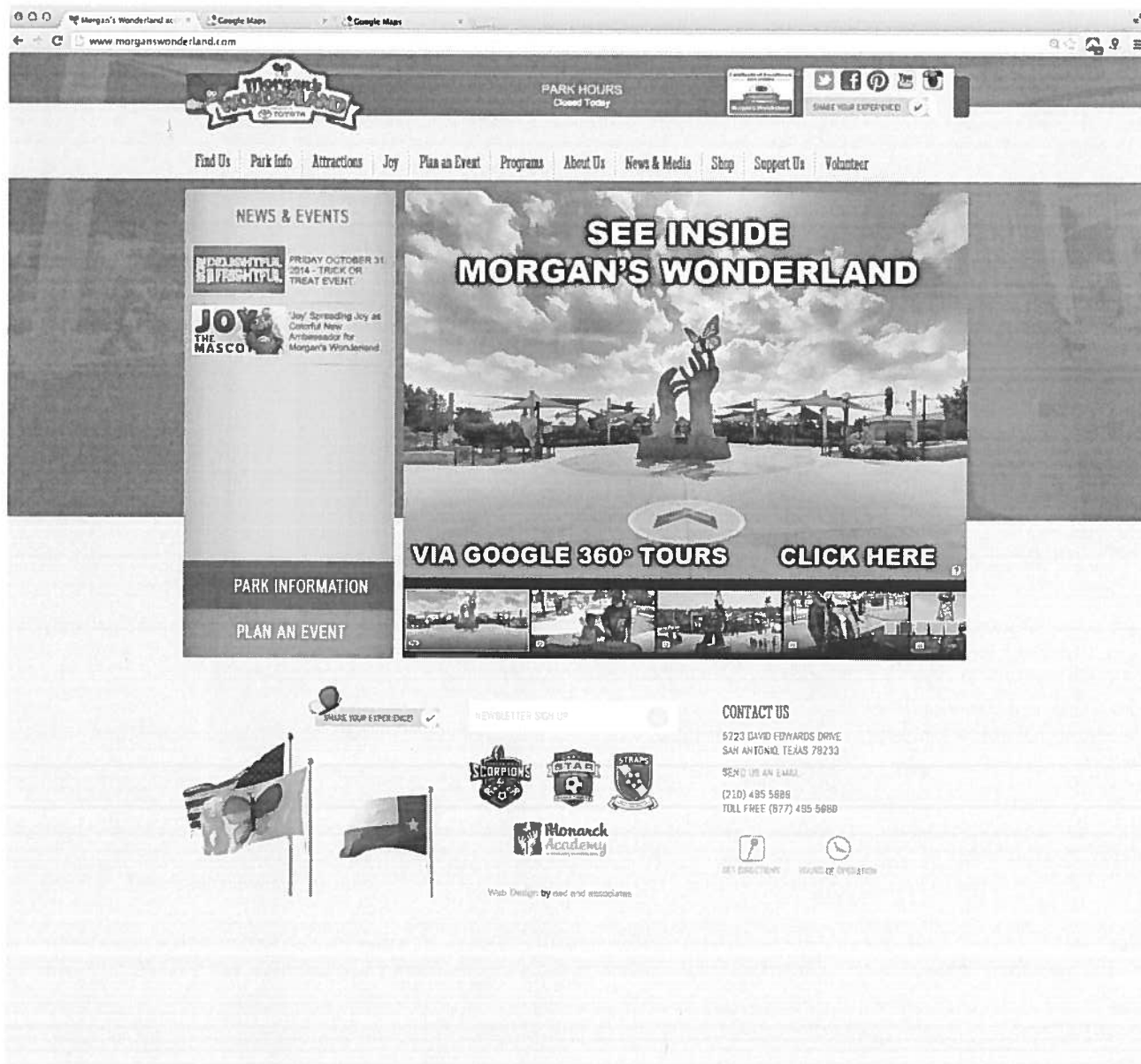
GOOGLE BUSINESS VIEW brings customers inside a local business using technology that provides an experience similar to Google Street View. Now customers can walk around a business location in much the same way they've walked down various streets on Google Maps. As an online marketing tool, Google Business View gives an edge to those who add the service to their Google info page. Google Business View is visible through Google Maps, Google info page and in most cases Google search. The added virtual tour encourages customers to click into the business and have a look around. Google Business View has the potential to grab the attention of prospective customers and help a business keep that attention.



Evans Ranch Apartments

Embedding Capability

Not only can the whole tour be embedded on a website much like a YouTube Video can, it may be embedded multiple times and from any starting viewpoint within the tour.



Morgan's Wonderland Webpage main page

Embedding Capability on Social Media Site



Business Facebook Page Rare Earth Gallery

Photos

The Google Business View service also includes high resolution professionally produced photographs, which will be added to a business Google Maps page. These images give customers a view of important business features and help round out the entire service so that business owners & cities are provided with a powerful internet marketing tool. Business owners, along with cities, are provided with a copy of all the images taken, with full copyrights & ownership.



Morgan's Wonderland



Flour Blooms Bakery



Morgan's Wonderland



Toyota Field



Rain Forest Cafe

Can be seen in multiple places and on multiple devices.

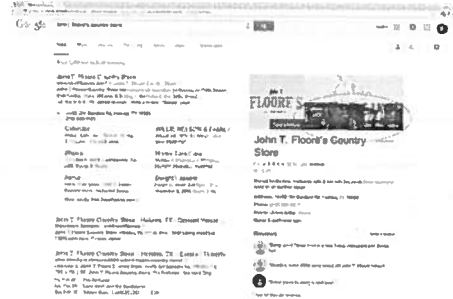
The tour can be seen on multiple devices

The Google Business View tours and photographs can be seen across a number of devices, such as PC's, laptops, tablets and cell phones.



The tour can be seen throughout Google.

Google Search (in most cases)



Google info Page

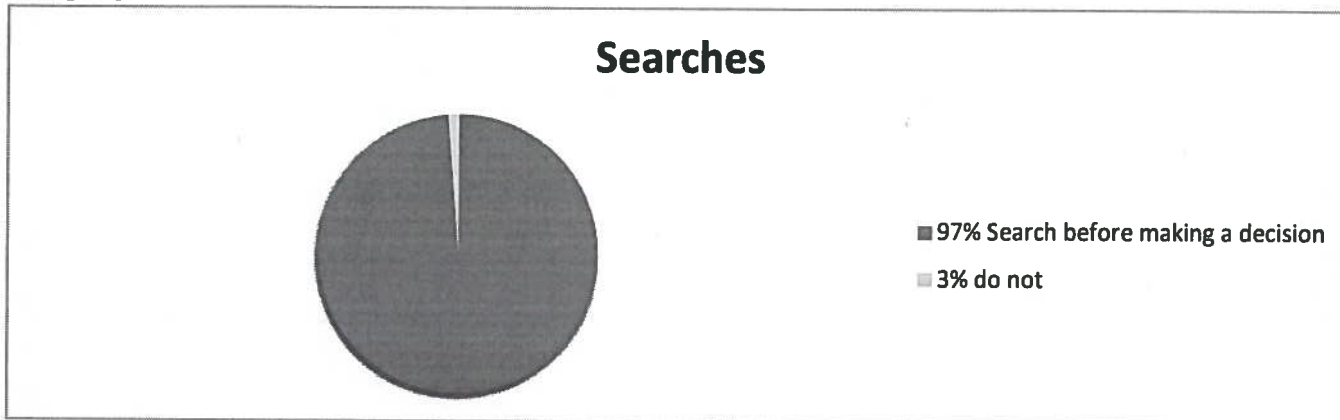


Google Maps



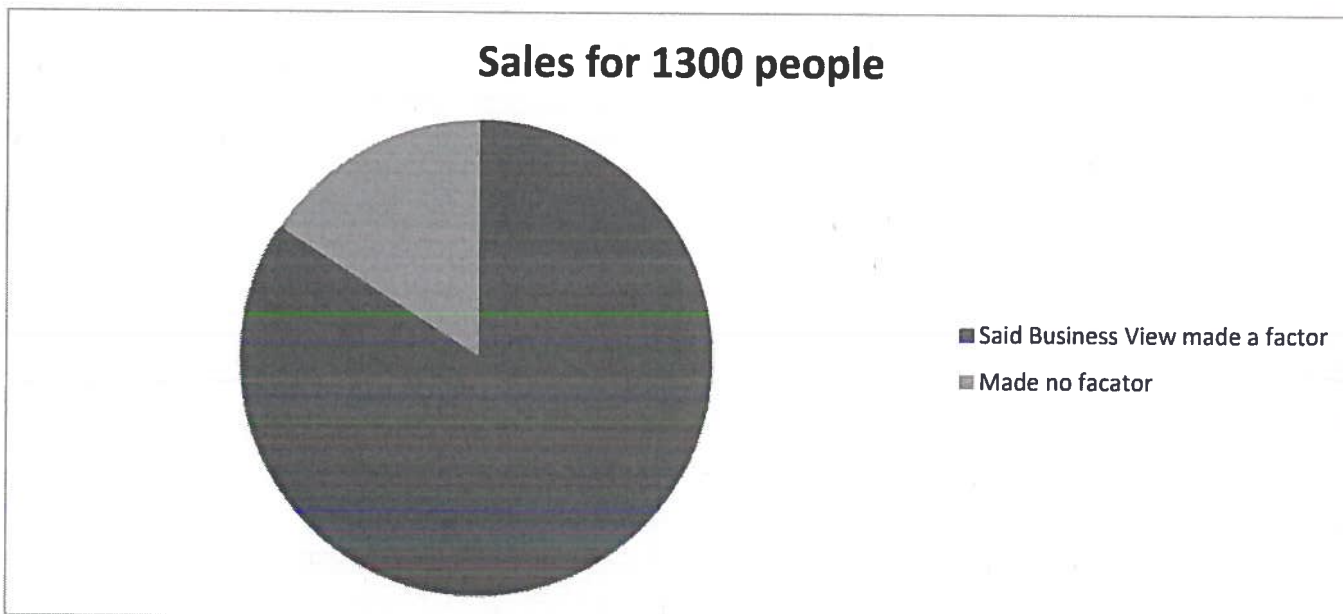
The tour will be like it is part of Google, so when Google develops new technology it will change with it. Businesses and cities can keep up with changing technology. The tour is hosted for free and for as long as you would like it up on Google.

Imagery makes a difference



<http://www.biakelsey.com/Company/Press-Releases/100310-Nearly-All-Consumers-Now-Use-Online-Media-to-Shop-Locally.asp>

According to BIA/Kelsey and ConSta, 97% of people search for local business before making a decision. Google Business View offers a significant advantage over competitors. It provides potential customers that extra level of confidence by allowing them to see inside their business. It's a fact, images have a significant impact on a person's decision making when searching for local businesses. Supplying a virtual tour sets you apart from competitors and provides an experience that's informative and entertaining.



NYC Restaurant Week Case Study.

This study showed 84% of the 1300 people surveyed said Google Business View played a factor in their restaurant choice.

The NYC Restaurant Week case study and two other studies are available upon request.

<https://www.lcpmedia.com/blog/how-your-business-can-benefit-from-a-google-virtual-tour>

Project completed for the City of Helotes

I had the pleasure of working with the City of Helotes providing over 150 Google Business View tours for businesses and city facilities. Along with the tours, I also took over 5000 still photos that the EDC of Helotes is now using to promote their city. Below is an example of the SHOP HELOTES website that is bringing even more internet exposure to businesses in Helotes.



For over 60 years, John T. Floore Country Store has hosted Texas and American music legends alike. This quintessential Texas Honky Tonk has hosted such legendary performers as Willie Nelson, Bob Wills, Ernest Tubb, Patsy Cline, Hank Williams, Elvis Presley, Bob Dylan, Jerry Lee Lewis, Merle Haggard, Ray Price, George Jones, Waylon Jennings, Dwight Yoakam, Lyle Lovett, Robert Earl Keen, B.B. King, Little Richard and many many more. Known by many as the musical "birthplace" of Willie Nelson, Willie immortalized John T. Floore in his hit recording "Shotgun Willie". John T. Floore and Willie Nelson were partners in the original Willie Nelson Music Company. In the March 2001 issue of Texas Monthly, John T. Floore Country Store was listed as one of the "50 Things Every Texan Should Do."



View Larger Map

AMENITIES



IMAGES



EVENTS AROUND HELOTES

HONEY'S HOUSE ASSISTED LIVING

February 24, 2015 | 11:00 - 12:00 | February 24, 2015.

We are a small, licensed residential care home that features a home-like setting with all private rooms, home cooked meals, and 24 hour care.



CONTACT US
 14492 Old Bandera Road
 Helotes, TX 78023
 Phone: (210) 685-8627
[Get Directions](#)

Web:
<http://www.liveatfloores.com>

Hours:
 Fri-Sat 11 am - 10 pm
 Sun 11 am - 9 pm

PRICE RANGE
 \$

MEMBER LINKS
[Menu](#)

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Save
 WITH OUR COUPONS

The Next Step

We do most of the work.

One of the best things about Google Business View is that we do most of the work. Photographing the tours, taking the high resolution images, uploading them to the Google servers, building the tours on Google Maps, and giving a copy of the still photos to the clients. I would need help to schedule the tours and have the businesses in Johnson City lined up to photograph. We will work closely with Rick Schroeder, providing monthly updated reports of the projects completed.

The tours and still photos are hosted on Google for FREE.

Google Business View may be one of the most inexpensive virtual tour products on the market. The hosting of the tours and photos on Google are free and you may have it up as long as you want. There is a onetime fee for our services. We work with cities and the EDC to set out a financial plan to provide Google tours for businesses in that city.

Here are some of the businesses that have already taken advantage of Google Business View.



PRICE GUIDELINES

Although the hosting of the Google Business View tours and photos are free with no time constrains, there is a onetime fee for photography services done by John Almaraz of 360 Zone. The fee structure is based on the number of PANO's (Individual Panoramic spheres) outlined below. Milage fee of \$75.00 will be added for every round trip from San Antonio & Johnson City.

Business Size	Still Photos for Business	City Price
7-10 PANO's (Small Business)	5 photos	\$300.00
10-15 PANO's (Med Business)	7 photos	\$450.00
15-25 PANO's (Large Business)	10 photos	\$650.00
25-40 PANO's (Very Large Business)	15-20 photos	\$800.00
Beyond 40+ PANO's (XL Business)	20 + photos	\$1000.00

*Businesses cannot exceed more than 200 PANO's for any one business.

Packages for cities (only). This will show you about how many businesses are covered by a budget allocation. Number of businesses will very upon size of business photographed and milage fee driven per round trip.

\$2,500.00	Will cover about 6 small locations for the city.	6 BUSINESSES
\$5,000.00	Will cover about 6 small locations and 5 Medium locations.	11 BUSINESSES
\$10,000.00	Will cover about 14 small locations and 9 Medium locations.	23 BUSINESSES
\$20,000.00	Will cover about 25 small, 9 Medium and 8 Large locations.	42 BUSINESSES
\$30,000.00	Will cover about 31 small, 12 Medium, 8 Large, and 7 Very Large.	58 BUSINESSES
\$40,000.00	About 35 small, 16 Medium, 11 Large, 10 Very Large and 1 XL Location.	73 BUSINESSES

DETAILS OF THE PROJECT

Johnson City will be charged monthly for businesses completed in a one-month period. The invoice will be sent to Rick Schroeder and payable upon receipt. The Google/Johnson City project will be completed after all funds have been utilized from allotted budget fund. Time length of a project is determined by the amount of businesses photographed or time period of the project. All businesses that are to be photographed must have a Google info page and sign a Google contact. They must also meet all Google specified guidelines to be photographed. All businesses that are not eligible will be detailed in the city proposal. These are home businesses, police stations, & military installations. All businesses & cities will be provided a copy of the high resolution still photography. The Google Business View tour will be host on the Google Maps for free with no time limit. The City will be provided a month to month progress report of businesses photographed under contract.

**APPLICATION AND AGREEMENT FOR
GOOGLE BUSINESS PHOTOS SERVICE PROGRAM
BY THE CITY OF JOHNSON CITY AND
RELEASE AND WAIVER OF LIABILITY**



**APPLICATION AND AGREEMENT FOR
GOOGLE BUSINESS PHOTOS SERVICE PROGRAM
BY THE CITY OF JOHNSON CITY AND
RELEASE AND WAIVER OF LIABILITY**

Program Description

The City of Johnson City, Texas (“City”) is providing the Google Business Photos Service Program (“Program”) to qualifying businesses within the City to increase promotion of area businesses and to expand economic development within the City. Through this Program, a business can expand its online marketing presence and, in turn, increase name recognition and foot traffic. Under the Program, photos of a business will be taken by the City’s contracted photographer. These will be posted on Google Business View to provide an online 360 virtual tour of the business. This is at no cost to the business, but is available only on a first-come, first-served basis.

Application and Agreement

Name of Business Applicant: _____

Name of Owner or Authorized Representative and Title:

Address: _____

Phone: _____ E-mail: _____

Terms and Conditions

I, the undersigned, state that I am the owner, or authorized representative on behalf of the business named above (“Business”), and hereby submit this application to participate in the Program under the following terms and conditions of this Agreement:

- 1) Permission is given for photographs of the Business to be taken by the City’s contracted photographer, 360 Zone (“Photographer”). Date and time of the photo sessions will be coordinated between the Business and the Photographer.
- 2) Business shall designate those portions of the interior and exterior of the business premises for photographing. The photographs shall meet the Program’s technical specifications.
- 3) Only those photographs taken by the Photographer will be uploaded onto Google Business View.
- 4) The Business and the City will acquire ownership rights, including intellectual property rights, of the photographs.

- 5) Business authorizes and licenses the City the right to use the photography for the purposes of creating or updating the Google Business Profile, City Business Directory Website, and other promotional materials.
- 6) It is understood that there are no costs or fees to Business for this service. Business is not responsible for any payment to the City or Photographer for this service.
- 7) Release and Waiver. In consideration for being allowed to participate in this Program, Business agrees to release from liability and waive its right to sue the City, their employees, officers, volunteers and agents from any and all claims, including claims of the City's or Photographer's negligence, resulting in any damage, physical injury, illness (including death) or economic loss which Business may suffer, or which may result from Business' participation in this Program, or from any events or activities incidental or relating to this Program.
- 8) **INDEMNIFICATION**. BUSINESS AGREES TO INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, OFFICIALS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS ARISING OUT OF OR RESULTING FROM THE CITY'S OR PHOTOGRAPHER'S PERFORMANCE UNDER THIS AGREEMENT OR FROM A THIRD PARTY'S ACTS RELATING TO OR INCIDENTAL TO SERVICES RECEIVED UNDER THIS AGREEMENT. THIS PROVISION DOES NOT EXPIRE AND CONTINUES BEFORE AND AFTER RECEIPT OF THE PROGRAM SERVICES. If the City incurs any of these types of expenses, Business agrees to reimburse the City.

By my signature, the undersigned below, on behalf of and under authority by the Business, accept and agree to bind the Business to the terms and conditions described above for the Google Business Photos Service Program.

Business Owner or Authorized Agent

Date

Printed Name and Title

*****For City Use Only*****

Date Application Received: _____

Date Application Approved: _____

City Approval (signature): _____

Printed Name: _____