

**[EMERGENCY OPERATING AGREEMENT
CONDITIONAL USE PERMIT
OR REVOCABLE USE PERMIT]
INSURANCE PROVISION**

I, _____, [*Operator* or *Permittee*], for Business Site Lease No. _____
_____. has been advised by [*name*], [*title*], Real Estate Department, Division of Economic
Development that pursuant to the Navajo Nation Business Site Lease Administrative Management Plan,
Section [*12.3(3) (FOR REVOCABLE USE PERMITS) 13.3(3) (FOR CONDITIONAL USE PERMITS) or 14.3(3) (FOR
EMERGENCY OPERATING AGREEMENTS)*], I will be subject to the following if I do not provide appropriate
insurance coverage: (1) Subject to Lawsuit by injured party, for compensatory, consequential, and
incidental damages; (2) Subject to loss of personal property: money, car, house; and (3) Indemnify the
Nation for all of the above.

DIVISION OF ECONOMIC DEVELOPMENT:

[*name*], [*title*]
[*name of business*]

DATE: _____

[OPERATOR or PERMITTEE]:

[*name*], [*Operator* or *Permittee*]
[*name of business*]

DATE: _____

**[EMERGENCY OPERATING AGREEMENT
CONDITIONAL USE PERMIT
OR REVOCABLE USE PERMIT]
INDEMNIFY, DEFEND AND HOLD HARMLESS**

Pursuant to the Navajo Nation Business Site Lease Administrative Management Plan, Section [12.3(3) (FOR REVOCABLE USE PERMIT) 13.3(3) (FOR CONDITIONAL USE PERMIT) or 14.3(3) (FOR EMERGENCY OPERATING AGREEMENT)], _____, [Operator or Permittee], shall indemnify, protect, defend and hold harmless the Navajo Nation, Division of Economic Development from and against any and all claims, loss of rents damages, costs, liens, judgments, penalties, permits, attorney's or consultant's fees, expenses and/or liabilities arising out of, involving, or dealing with, the occupancy of the premises by [Operator or Permittee], the conduct of the [Operator or Permittee]'s business, any act, omission, neglect or misconduct of [Operator or Permittee], its agents, contractors, employees or invitees, and out of any Default or Breach by [Operator or Permittee] in the performance in a timely manner of any obligation on the [Operator or Permittee]'s part to be performed under this [Revocable Use Permit, Conditional Use Permit) or Emergency Operating Agreement]. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not litigated and/or reduced to judgment, and whether well-founded or not. In case any action or proceeding be brought against Navajo Nation Division of Economic Development by reason of any of the foregoing matters, [Operator or Permittee], upon notice from any Navajo Nation, Division of Economic Development, shall defend the same at [Operator or Permittee]'s expense by counsel reasonably satisfactory to Navajo Nation, Division of Economic Development, and the Navajo Nation, Division of Economic Development shall cooperate with [Operator or Permittee] in such defense. [Operator or Permittee] shall have the right to control such defense and to settle or compromise the claim in cooperation with Navajo Nation, Division of Economic Development as long as such defense, settlement or compromise does not unduly prejudice Navajo Nation Division of Economic Development.

[OPERATOR or PERMITTEE]:

[name], [Operator or Permittee]
[name of business]

DATE: _____