



## Legal Department

**DATE:** April 9, 2024

**FROM:** Jannelle Combs, City Attorney

**ITEM:** Hold harmless agreement with Doosan Bobcat North America Inc regarding mowing

**REQUEST:**

Consider approving hold harmless agreement with Doosan Bobcat North America Inc regarding mowing

**BACKGROUND INFORMATION:**

Doosan Bobcat North America Inc requested the use of a vacant lot owned by the City in Northern Plains Commerce Center for demonstrations of one of their mowing devices. There is no cost to the City and would have the benefit of mowing. A contract allowing this is attached to provide liability protection if injury occurs in their use. At this time the request is for the 2024 mowing season.

**RECOMMENDED CITY COMMISSION ACTION:**

Approve hold harmless agreement with Doosan Bobcat North America Inc for the 2024 summer season.

**STAFF CONTACT INFORMATION:**

Jannelle Combs, City Attorney, 701-355-1342, [jcombs@bismarcknd.gov](mailto:jcombs@bismarcknd.gov)

**ATTACHMENTS:**

1. City of Bismarck hold harmless.2024.4.3 - Copy (3)

# HOLD HARMLESS AGREEMENT

The City of Bismarck (“Owner”) owner of property at 1501 Northern Plains Drive, Bismarck, ND, and Doosan Bobcat North America, Inc., formerly known as Clark Equipment Company (“Bobcat”) agrees as follows:

1. Owner will allow the Bobcat to enter on and use the property located at 1501 Northern Plains Drive, Bismarck, ND (“Property”) for equipment operations training. It is understood between the parties that the operations will include mowing with different types of equipment for demonstration or other purposes.
2. Bobcat will only use the Property for the type of operations that would not change the underlying slope or grade as it exists and will not destroy the current grass cover so that it will not return. If the grass cover is harmed, Bobcat will remedy the issue back to the same condition as it was prior to Bobcat’s actions.
3. Bobcat assumes all responsibility for safety, security and cleanup required as part of the training and will promptly address any issues that arise from its use of the Property.
4. Owner expressly waives any claim of trespass against Bobcat for the conduct during this training.
5. Bobcat agrees to indemnify and hold the Owner harmless for any damages caused by or as a direct result of Bobcat’s own actions and shall hold the Owner harmless and indemnify against any claims against the Owner.

Dated April \_\_\_\_, 2024

Doosan Bobcat North America, Inc.

\_\_\_\_\_  
By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Michael T. Schmitz,  
President, Bismarck City Commission

Attest: \_\_\_\_\_  
Jason Tomanek,  
City Administrator