

INDIANAPOLIS METROPOLITAN POLICE DEPARTMENT LIMITED AGENCY TRESPASS AGREEMENT

This Limited Agency Agreement ("Agreement") is made between the Indianapolis Metropolitan Police Department ("IMPD"), with offices located at 50 North Alabama St., Indianapolis, IN 46204, and _____ ("Owner"), owner of the property located at _____ ("Property"), Marion County, Indiana.

Agent Authorization: Owner authorizes IMPD to assist in denying entry to persons who lack a contractual interest in Property. IMPD shall have authority to approach persons on the premises of Property to determine if they possess a contractual interest in Property. Owner authorizes IMPD to identify persons lacking a contractual interest in Property, deny them entry to Property, and demand their immediate exit from Property. IMPD may provide written or verbal notice not to return to Property to persons identified lacking a contractual interest in Property. Owner shall have final authority in denying entry to persons entering Property.

Service: IMPD agrees to assist Owner in denying entry to persons lacking a contractual interest in Property. IMPD will maintain a record of persons denied entry and persons ordered to vacate Property by verbal or written notification (the "Record"). Owner acknowledges and agrees that any persons on the Record prior to the Owner's ownership of Property will continue to remain on the Record until the Owner directs IMPD to remove them. Owner will cooperate with IMPD in maintaining the Record and in any criminal prosecutions that may arise from IMPD exercising the agent authority granted by this Agreement. The parties understand and recognize this Agreement will assist IMPD's mission in maintaining public safety and benefit Owner's interests in Property.

Indemnity: Owner agrees to defend and indemnify the City of Indianapolis, IMPD and its officers, agents and employees from and against any claims, actions, lawsuits, damages, judgments, losses, liabilities, expenses and costs – including attorneys' fees – in any manner resulting from, arising out of, or connected with the IMPD's agent authority granted by this Agreement, regardless of whether the conduct is alleged to have occurred within the scope of IMPD's official duties or whether the alleged actions were negligent or intentional.

The Owner shall be responsible for providing IMPD with counsel, paying the cost of the defense, and for any liability resulting from a judgment. However, if Owner refuses to provide for the defense and indemnification of IMPD, the Office of Corporation Counsel or City Legal Division, in consultation with the Chief of Police, as may be determined appropriate under the circumstances, may agree to assume the cost of defense of IMPD subject to an action against Owner to recoup the costs of litigation and defense. Any judgments rendered, settlements made, and costs incurred, including attorneys' fees, shall be chargeable to the Owner pursuant to this Agreement.

Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement that can operate independently of such stricken provisions shall continue in full force and effect.

Termination: Either party may terminate this Agreement, with or without cause, by providing twenty-four (24) hour written notice. Additionally, this Agreement shall automatically terminate as follows: (a) On the date of any change in ownership of Property; (b) If Owner is a corporation, partnership, or limited liability company, the date the entity is dissolved; (c) If Owner is an individual, the date of the Owner's death; or, (d) Five (5) years from the effective date of this Agreement.

This Agreement constitutes the entire agreement between the parties. No supplemental agreement or amendment of this Agreement shall be valid unless in writing and signed by both parties.

Owner Date

IMPD Chief of Police or designee Date

Printed

Printed

Telephone Email