



Hold-Harmless and Indemnification Agreement

The Applicant shall fully indemnify, defend and hold harmless the Town of Waterford and/or the Waterford Board of Education and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Applicant, and even if caused by the negligence of the Town and/or the Board of Education or any of their officers, employees, agents, servants and volunteers. This obligation shall further apply to:

- (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the Applicant or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the applicant is in privity of oral or written contract (collectively "Applicant Parties");
- (2) liabilities arising, directly or indirectly, in whole or in part, in connection with this contract, out of the Applicant's or Applicant Parties' Acts concerning its or their duties and obligations as set forth in this contract, and;
- (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, workers' compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the Applicant or any Applicant's Parties. The Applicant hereby covenants and agrees that the Town and/or the Board of Education shall be endorsed on the Applicant's policies of insurance as additional insured. The Applicant hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of liability containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town and/or Board of Education or any of their officers, employees, agents, servants and volunteers. The Applicant hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the Applicant's insurance is primary and any insurance obtained, or self insurance provided, by the Town and/or Board of Education is excess. The Applicant's insurance carrier will waive all rights of subrogation against the Town and/or Board of Education, and all of their respective officers, employees, agents, servants and volunteers. The Applicant hereby further covenants and agrees to furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences.

APPLICANT SIGNATURE

DATE

APPLICANT NAME