

Hold Harmless Indemnification Agreement

_______shall assume the entire responsibility for and fully protect, indemnify and save harmless, the Village, from any and all loss and liability for injury to person, death, or property damage arising out of or in any way related to the performance of the work under this Permit/Agreement, including but not limited to any claims or suits that may be based upon any alleged injury to person, death or damage to property that may occur or may be alleged to have occurred in the course of the performance of work under the Permit/Agreement by ______. Whether such claim or claims shall be made by an employee of ______ or by a third person, and whether or not it shall be claimed that the alleged injury, death or damage was caused through the negligent act or omission of ________, and _______ shall, at its own expense, defend any and all actions that may be brought against the Village, for such injuries, death or damages, pay all charges of attorneys and other costs and expenses in respect thereof, and ________ shall pay, satisfy and discharge any judgments recorded against the Village in such actions for such injuries, death or damages plus attorney fees and other costs and expenses in respect thereof.

______ shall indemnify and hold harmless the Village from any and all claims, actions, damages and charges of any nature arising directly or indirectly out of this Permit/Agreement and the performance thereof.

All references herein to the "Village" shall include the Village of Tuckahoe and its officials, elected and appointed, officers, employees, agents, servant, bodies, boards and councils.

Print name of applicant

Signature of applicant

Sworn to before me this _____ day of _____

Notary Public, Westchester

Date