



Borough of Red Bank

90 Monmouth Street

Red Bank, NJ 07701

INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20____, by and between the Borough of Red Bank (the Borough), County of Monmouth located at 90 Monmouth Street, Red Bank, New Jersey and:

_____, whose address is _____;

WHEREAS, _____ seeks permission from the Borough of Red Bank to:

WHEREAS, the Borough of Red Bank has reviewed the request as set forth above and approves same, subject to the following conditions:

- A. Hereby agrees to defend, indemnify and hold the Borough of Red Bank harmless from any and all damage resulting from the granting of this request, including, but not limited to, property damage and/or personal injury, to themselves and/or third parties, and hereby releases, waives and forever discharges the said Borough, its servants, agents and employees from all such claims. Nothing herein shall be interpreted as obligating _____ to indemnify the Borough against its sole negligence or willful misconduct.
- B. Should _____ fail to defend and/or indemnify and save harmless, then, in such case, the Borough of Red Bank shall have full rights to defend, pay or settle the claim on its own behalf without notice to _____ for all fees, costs, and payments made or agreed to be paid to discharge the claim. The Borough of Red Bank shall then have the right to commence a lawsuit against _____ to recover all fees, costs and payments paid by the Borough of Red Bank to discharge the claim. _____ agrees to pay all reasonable attorneys' fees necessary to enforce the indemnification.
- C. _____ agrees to provide the Borough of Red Bank with a Certificate of Insurance which Certificate shall contain the following language:
"The Borough, its Governing Body, officers, employees, agents and servants are included as additional insured under the general liability policy of _____."
Said Certificate shall be in a coverage amount of not less than one million (\$1,000,000.00) dollars including bodily injury and property damage.
- D. IT IS UNDERSTOOD AND AGREED THAT NO ENTRY ONTO BOROUGH PROPERTY FOR THE PURPOSE(S) OUTLINED HEREIN SHALL BE UNDERTAKEN UNTIL THIS AGREEMENT IS SIGNED, AND THE CERTIFICATE OF INSURANCE IS PROVIDED AND APPROVED BY THE BOROUGH.
- E. This Agreement will be unlimited as to amount or duration, and it will be binding on and insure to the benefit of the parties, their successors, assigns and personal agents and representatives

ATTEST: _____ :

Print Name

Print Name

Signature

Signature

Date

Date