ALL CONTRACTORS MUST PROVIDE THE TOWN OF HARRISON AND VILLAGE OF HARRISON WITH THE FOLLOWING HOLD HARMLESS CLAUSE

The following Indemnification Agreement shall be, and is hereby, a provision of the contract:

"The Contractor agrees to protect, defend, indemnify and hold the Town of Harrison and the Village of Harrison, their officers, agents and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character, and in any jurisdiction, in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, death, damage to property, defects in material workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal property or property right or any alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the owner for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the owner or its employees."

The contractor shall include the premium costs of these policies in the bid price of the work.

Signature _____ Witness Signature _____

Print Name:_____ Print Name:_____

Contractor: _____ Contractor: _____

Date:_____ Date:_____

THIS "HOLD HARMLESS CLAUSE" MUST BE SIGNED BY AN OFFICER OF YOUR ORGANIZATION, DATE AND WITNESSED.

ANY DEVIATIONS FROM THIS HOLD HARMLESS CLAUSE ARE NULL AND VOID, UNLESS APPROVED BY THE TOWN OF HARRISON LAW DEPARTMENT.