



**Community Development Department**

9291 Old Redwood Highway

P.O. Box 100

Windsor, CA 95492-0100

Planning 707-838-1021

[www.townofwindsor.ca.gov](http://www.townofwindsor.ca.gov)

## Indemnification Agreement

**Project Name:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Project Assessor Parcel Number:** \_\_\_\_\_

As part of this application, the applicant agrees to defend, indemnify, and hold harmless the Town of Windsor, its agents, officers, council members, employees, boards, commissions and Council from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul any approval of the application or related decision, or the adoption of any environmental documents or negative declaration which relates to the approval. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of or in connection with the approval of the application or related decision, whether or not there is concurrent, passive or active negligence on the part of the Town, its agents, officers, council members, employees, boards, commissions and Council. If for any reason, any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

The Town of Windsor shall have the right to appear and defend its interests in any action through its Town Attorney or outside counsel. The applicant shall not be required to reimburse the Town for attorney's fees incurred by Town Attorney or the Town's outside counsel if the Town chooses to appear and defend itself in the litigation.

**I have read and agree with all the above.**

**Applicant name (print):** \_\_\_\_\_

**Applicant signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_