

HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, _____ and their subcontractors shall indemnify and hold harmless the Village of Old Brookville, their elected and appointed officials, employees and volunteers from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of _____ and any of their subcontractors work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, regardless of whether or not it is caused in part by a party indemnified there under. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist to any party or person, described in these paragraphs.

In any and all claims against the Village of Old Brookville, their elected and appointed officials, employees and volunteers or any of its agents or employees by any employees of any of the contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or their sub-contractor under Workers' Compensation acts, disability acts, or other employee benefit acts.

In witness whereof, the undersigned has executed this agreement this _____ day of _____, 20____.

Signature

Print name and title

Witness:

Signature

Print Name and Title