

# HOLD HARMLESS AGREEMENT

(To be used on conjunction with construction permit applications)

Between the Borough of Old Tappan and

Applicant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Type of work to be performed: \_\_\_\_\_

Address at which the work is to be performed: \_\_\_\_\_

on the following date(s): \_\_\_\_\_,

The undersigned agrees that;

To the fullest extent permitted by law, and in the event that the applicant shall be granted a permit, the applicant shall be solely responsible for any and all damages, liability and costs of any nature arising out of such excavation and/or construction activity, and the applicant agrees that (s)he will:

(1)

Defend and Indemnify the borough and hold it harmless from all loss, damage, claim or expense, including expenses incurred in the defense of any litigation arising out of injury to any person or property resulting from any work done by the applicant under the permit.

(2)

Defend and Indemnify the borough for any expense incurred in enforcing any of the provisions of this chapter.

(3)

Defend and Indemnify any person who sustains personal injuries or damage to his/her property as a result of any act or omission of the applicant, his/her agents, employees or subcontractors done in the course of any work under the permit.

(4)

The applicant agrees that the obligation to defend commences when a claim is made against the Borough, even if the applicant disputes its obligation to defend, indemnify and hold harmless. The defense shall be provided through counsel agreeable to the Borough. The applicant agrees to pay for the defense of the Borough, upon demand.

(5)

Unless waived in writing by the Borough of Old Tappan, I agree to furnish a Certificate of Insurance specifically naming the Borough of Old Tappan as an additional insured providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000 combined single limit. It shall also contain a statement acknowledging this Hold Harmless Agreement. No exceptions or limitations will be accepted.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, as the binding act and deed of:

\_\_\_\_\_  
Authorized Signature

*Note: The Certificate of Insurance shall be in original form. No photocopies or fax copies shall be accepted. The authorized person shall also sign it in ink.*

**Notary**

**Witness my hand and official seal**

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name