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.

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