

RELEASE, DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The undersigned (*name of individual or business applicant*), (hereinafter referred to as "Contractor") agrees to defend, indemnify and hold harmless the City of Bayonne, its employees, directors, officers or agents (collectively, the "City"), from any and all demands, claims or causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees and expert witness fees), which arise out of, directly or indirectly, or relate to any work or activity to be performed at the Work Site or arising from the City's provision of on or off-duty officers, including, but not limited to any activity, work, or thing done or permitted to be done or, which was not done or omitted, by anyone at the Work Site, and any injury, loss or damage to any third-party person or property including employees and agents of contractors at the Work Site and any licensee, invitee or other individual entering the Work Site. The Contractor is responsible for the accuracy and design integrity of all drawings, plans, schematics, traffic pattern proposals, traffic control mechanisms, etc., provided by or on behalf of Contractor in support of its Work Site Application. The Police Department and/or City personnel shall have no liability arising from any documents, proposals or information provided in support of the Contractor's Work Site application.

If any action or proceeding is brought against the City by reason of any such claim covered by this Agreement, upon written notice from the City, the Contractor will defend the same at the Contractor's expense with counsel reasonably satisfactory to the demanding party. The Contractor's obligations under this Agreement shall survive the revocation or termination of the Work-Site Permit or Approval.

Unless a written waiver is granted by the City in form and substance satisfactory to the Law Director, at all times during the period of Work, the Contractor will maintain proof of the following insurance or such other amounts as the City may from time to time reasonably request, which names the City as an additional insured for purposes of the Contractor's obligations hereunder (a) bodily injury and property damage liability insurance, with a single occurrence limit of not less than \$1,000,000 and an aggregate limit of \$2,000,000. All such insurance will be equivalent to coverage offered by a Commercial General Liability form including, without limitation, personal injury, death of persons or damage to property occurring in, on, or about the Work Site and shall be **primary and non-contributory with a waiver of subrogation endorsement**; (b) if applicable, worker's compensation insurance insuring against and satisfying Contractor's obligations and liabilities under the worker's compensation laws of the State of New Jersey, including employer's liability insurance in the limits required by the laws of the State of New Jersey; and (c) additional insurance reasonably requested by the City.

As a material part of the consideration for Work Site Approval and the issuance of work permits, the Contractor, its employees, officers and agents, hereby waive and release all claims against the City with respect to all matters arising out of the granting of Work Site Approval and permits issued.

The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. He or she represents and warrants to the City that the execution and delivery of this Agreement and the performance of Contractor's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand and seal and, if a corporation, has caused their corporate seal to be hereunto affixed and these presents to be signed by it proper officer(s).

For Official Use Only:

CC # _____

Location: _____

Name of Contractor (Inc. LLC, Inc., Corp., etc.)

By: _____
Print Name: _____
Title: _____
Date: _____