



# WESTPORT, CONNECTICUT

GORDON F. JOSELOFF  
First Selectman

## INDEMNITY (HOLD HARMLESS) AGREEMENT

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Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

between \_\_\_\_\_ "Indemnitor") and the Town of Westport, Connecticut, a municipal corporation ("Town").

WHEREAS Indemnitor has requested permission to use public roads and/or Town-owned property in the Town for the purpose of holding (event) \_\_\_\_\_ on (date) \_\_\_\_\_

THEREFORE, in consideration of receipt of said permission, Indemnitor agrees that it will indemnify and hold harmless the Town, its agents, servants, representatives and employees from any and all losses, claims, actions, costs and expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations or other damages resulting from any injury to a person or persons or to property, arising out of the event on public roads and/or Town-owned property in the Town for which Indemnitor, in whole or in part, or anyone for whose acts Indemnitor may be liable, is liable.

The Indemnitor further agrees to purchase general liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, with a financially sound insurance company holding a rating of "A" or better by A.M. Best's Rating Service, as will provide protection against any and all claims, actions, costs and expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations or other damages resulting from any injury to a person or persons or to property, arising out of the event, for which Indemnitor, in whole or in part, or anyone for whose acts Indemnitor may be liable, is liable. Indemnitor shall provide evidence satisfactory to the Town that it has purchased such insurance. Such insurance shall contain a clause granting at least thirty days prior written notice to the Town of intent to affect cancellation, non-renewal, or other material change which may have an adverse effect on such insurance policy. The Town must be named as an additional insured on the policy.

This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties to it.

WITNESSES

INDEMNITOR(S)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF CONNECTICUT:

ss: Westport, Connecticut, 20\_\_\_\_\_ COUNTY OF  
FAIRFIELD :

Personally appeared \_\_\_\_\_signer(s)

and sealer of the forgoing instrument, and acknowledged the same to be his/her/their free act and deed, before me.

\_\_\_\_\_  
Commissioner of the Superior Court

\_\_\_\_\_  
Notary Public