

HOLD HARMLESS AND INDEMNIFICATION CLAUSE
WAYNE TOWNSHIP, ERIE COUNTY, PENNSYLVANIA
(Hereafter identified as the Township)

_____ (Hereafter identified as the applicant)
agrees to comply with all relevant ordinances of the Township and laws of the Commonwealth of Pennsylvania and to indemnify and hold harmless the Township, its agents, employees or any other person against loss or expense, including attorney's fees, by reason of the liability imposed by law upon the Township, except in cases of the Township's sole negligence, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of the applicant's excavation or other permitted work in the public road of Wayne Township, Erie County, Pennsylvania; whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the Township, its employees or agents or any other person. It is further understood and agreed that the contractor shall, at the option of the Township, defend the Township with appropriate counsel, in the defense of any suit arising hereunder.

Said contractor shall provide Certificates of Insurance to the Township showing liability and property damage limits necessary to cover its obligations to indemnify the Township or at least \$500,000 per occurrence.

It is further agreed the applicant shall maintain the portion of the street disturbed by the opening or excavation for a period of two (2) years from the date the backfilling is completed at a proper grade and condition free from ridges and depressions. Such maintenance work shall be done as often as may be necessary. To guarantee proper restoration of the surface and proper maintenance of the disturbed area, the applicant must deposit with the Township, prior to issuance of the permit, an approved form of security in the favor of the Township in an amount set annually by Township Resolution.

Name of Applicant

By: Executive Officer or Authorized Representative

Date

Corporate Seal: