



HOFFMAN ESATES FIRE DEPARTMENT

Chief Patrick Fortunato
1900 Hassell Road, Hoffman Estates, IL 60169

Phone: 847-843-4825
FAX: 847-781-4849

INDEMNITY/HOLD HARMLESS AGREEMENT

For and in consideration of this agreement and other good and valuable consideration which is hereby acknowledged, _____ agrees to perform board-up services for and according to the requirements of the Village of Hoffman Estates and to the fullest extent permitted by law, _____, hereby agrees to defend, indemnify, release and hold harmless the Village of Hoffman Estates, its officials, agents and employees of the Village, ("Village"), against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, fees and expenses, which may in any way accrue against the Village, its officials, agents or employees, arising in whole or in part or in consequence of _____, its employees, contractors, subcontractors, agents or assigns performing board up services at fire scenes or which may in any way result therefrom, except that arising out of the sole legal cause of the Village. _____, shall, at its own expense, appear, defend and pay all charges of attorneys (which may be attorneys of the Village's sole choosing) and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents and/or employees, in any such action, _____, shall, at its own expense, satisfy and discharge the same.

_____, expressly understands and agrees that any performance bond or insurance policies required by the Village of Hoffman Estates, or otherwise provided by _____, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Hoffman Estates, its officials, agents and employees as herein provided. Moreover, nothing herein shall be construed to waive any immunities or defenses that the Village may assert in defense of any claim.

In signing below, _____ represents and warrants that he/she is duly authorized to enter into this agreement on behalf of _____.

Insurance Requirement

_____, shall provide evidence of General Liability insurance with a minimum of \$1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury with a general aggregate of no less than \$1,000,000 including a waiver of subrogation. The Certificate of Insurance and underlying general liability policy shall include the Village of Hoffman Estates, its officials, agents, and employees as additional insureds.

Date: _____

VILLAGE OF HOFFMAN ESTATES

(Company Name)

Signature

Signature

Print Name

Print Name

Title

Title

Address