

**LIABILITY AND INDEMNITY AGREEMENT**

(to be used unless Contract provides substitute)

The undersigned, \_\_\_\_\_, hereinafter referred to as the Contractor, in seeking a permit to perform work in the Town of West Hartford as a Curb and Walk Layer; Drain Layer; and/or Street Excavator pursuant to which permit(s) the contractor shall be accepting orders for, and performing work in the Town of West Hartford agrees that:

I. The Contractor will indemnify and save harmless and said Town of West Hartford, the West Hartford Board of Education and their respective officers, agents, and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation for:

- A. Bodily injury, sickness, diseases or death; and/or
- B. Damage to property, real or personal; and/or
- C. Financial losses (including , without limitation, those caused by loss of use)

sustained by or alleged to have been sustained by any person or concern, including the Town of West Hartford, the West Hartford Board of Education and/or their respective officers, agents and employees; the Contractor; any subcontractor or materialman; and/or the public, caused in whole or in part by the acts or omission of the contractor or any subcontractor or materialman or anyone directly or indirectly employed by them while engaged in the performance of any work in the Town of West Hartford and during any maintenance period specified in the contract, permit or agreement retaining to said work, and the Contractor agrees he will maintain insurance as required hereon.

II. The Contractor further indemnifies and saves harmless the said Town of West Hartford, the West Hartford Board of Education and their respective officers, agents, and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising from the failure of the Contractor, its officers, agents, employees or subcontractors to comply with any laws or regulations of the Unites States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.

III. The Contractor further indemnifies and saves harmless the Town of West Hartford, the West Hartford Board of Education and their respective officers, agents and employees from any claim, suit, damage, loss, litigation expense, fee or compensation arising out of the contractor’s use of Town property for storage of materials or any other purpose during the period covered by the license to which this agreement relates.

IV. The provisions of this indemnification agreement shall not be limited, or affected by reason of any insurance coverage.

IN WITNESS WHEREOF, have hereunto set hand(s) and seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

Signed, Sealed and Delivered in the presence of

\_\_\_\_\_  
Witness \_\_\_\_\_(L.S.)

\_\_\_\_\_  
Witness \_\_\_\_\_(L.S.)

State of Connecticut    )  
  ) ss. \_\_\_\_\_ 20\_\_\_\_  
County of Hartford     )

Personally appeared, \_\_\_\_\_ Signer(s) and Sealer(s) of the foregoing instrument and acknowledge the same to be a free act and deed, before me.

\_\_\_\_\_  
Notary Public  
Commission Expires: