



Encroachment Permit Indemnification

To the maximum extent permitted by law, _____ (“Permittee”) shall defend, indemnify and hold the Town, its officials, officers, employees, agents and independent contractors serving the role of Town officials (collectively “Indemnitees”) free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively “Claims”) in any manner arising out of or incident to the encroachment, including regarding any acts or omissions of Permittee or its employees or agents in connection with the installation, operation or maintenance of the encroachment, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses, except for such Claims arising out of the active negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Permittee shall defend the Indemnitees at Permittee’s own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnitees. Permittee shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Permittee’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Permittee or Indemnitees. All duties of Permittee in this paragraph shall survive termination of the encroachment permit.

Name of Permittee: _____

Date: _____ Permit Number: _____

Location of Encroachment: _____

Printed name: _____ Printed name: _____

Signature: _____ Signature: _____

Title: _____ Title: _____