

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (the "Agreement") is entered into by and between the Town of Dillsboro, Indiana (the "Town") and _____ (the "Applicant") on this _____ day of _____, 20__.

WHEREAS, the Applicant has applied for a permit (the "Permit") under Chapter 93 of the Town's Code of Ordinances to conduct certain activities, including but not limited to closure, prohibition of access, excavation, digging, cutting, or other work on public streets, rights-of-way, alleys, or public places, as described in the Permit; and

WHEREAS, the Town requires the Applicant to indemnify and hold harmless the Town for any and all losses, damages, or expenses arising from the issuance of the Permit and the work performed pursuant thereto.

NOW, THEREFORE, in consideration of the issuance of the Permit and other good and valuable consideration, the parties agree as follows:

1. Indemnification

The Applicant agrees to indemnify, defend, and hold harmless the Town, its officers, agents, employees, and representatives (collectively, the "Indemnitees") from and against any and all claims, liabilities, losses, damages, costs, expenses (including reasonable attorney's fees), and demands arising out of, related to, or resulting from:

- (a) The opening, closure, impediment, digging, cutting, excavating, or any other work or services whether performed pursuant to the Permit or otherwise; and
- (b) Any acts or omissions of the Applicant, its contractors, employees, agents, or assigns in connection with the work described in the Permit.

2. Compliance with Laws and Ordinances

The Applicant agrees to perform all work in compliance with applicable federal, state, and local laws, regulations, ordinances, and the terms and conditions of the Permit.

3. Assumption of Risk

The Applicant assumes all risk of damage to property and injury to persons arising from the activities performed pursuant to the Permit.

4. Permit Description

The Permit may authorize the Applicant to close, prohibit access to, excavate, dig, or otherwise perform work as specified therein. The Permit shall include a description of the kind and location of the permitted activities.

5. Prohibited Activities Without Permit

The Applicant acknowledges that it is unlawful to engage in or cause any closure, impediment, digging, cutting, excavating, or improvement to any public street, right-of-way, alley, or public place, or into or through any pavement thereon, without obtaining the necessary Permit from the Town or which goes beyond the work authorized under any permit issued by the Town.

6. Survival

The obligations under this Agreement shall survive the completion of the work and the expiration or revocation of the Permit and shall be binding upon the heirs, successors and/or assigns of both parties.

7. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, or understandings.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

9. Severability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TOWN OF DILLSBORO

By: _____

Title: _____

APPLICANT

By: _____

Name: _____

Title: _____