

**HOLD HARMLESS AND INDEMNITY AGREEMENT  
CITY OF HIGHLAND, ILLINOIS**

The Contractor \_\_\_\_\_, by affixing his signature hereto agrees to the following conditions:

1. To save and keep the City (including its agents and employees) free and harmless from all liability, public or private penalties contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims, or judgments, resulting from claimed injury, damages, or judgments resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including but not limited to causes in action) arising out of or in any way connected with the performance of work or work to be performed under this permit, excepting, however, the negligence of the City and shall indemnify the City for any costs, expenses, judgments, and attorneys' fees paid or incurred, by or on behalf of the City and its agents and employees, or paid for on behalf of the City and its agents and employees by insurance provided by the City.
2. To hold harmless the City (including its agents and employees) from liability or claims for any injuries to or death of Contractor's or any Subcontractor's employees, resulting from any cause whatsoever, excluding negligence of the City, including protection against any claim of the Contractor or any Subcontractor for any expenses of or payments made by any workman's compensation insurance payments under any workman's compensation law or any carrier on behalf of said Contractor or Subcontractor and shall indemnify the City for any costs, expenses, judgments, and attorneys' fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by the City.
3. To hold harmless the City (including its agents and employees) from liability or claims for any injuries to or death of any person, arising out of or in any way connected with the performance of work or work to be performed under this permit, resulting from any cause whatsoever, except the negligence of the City, which liability or claim arises under or pursuant to the Illinois Structural Works Act (Illinois Revised Statutes, Chapter 48, Sections 60 through 69 inclusive), and shall indemnify the City for any costs, expenses, judgment and attorneys' fees paid or incurred with respect to such liability or claims by it on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by the City.
4. In the event the City's machinery or equipment is used by the Contractor, or Subcontractor, in the performance of the work called for by this permit, such machinery or equipment shall be considered as being under the custody and control for the Contractor during the period of such use by the Contractor or any Subcontractor, and if any person or persons in the employ of the City should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title