

**TOWNSHIP OF TEWKSBURY
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, and as provided in accordance with the Township of Tewksbury Code of Ordinances, the party identified below, including its officers, employees, agents and assigns (collectively, the “Indemnifying Party”), hereby agrees to indemnify and hold harmless the Township of Tewksbury, including its officials, officers, employees, agents, attorneys and assigns, from and against any and all losses, injuries, claims, suits and damages whatsoever, including reasonable attorney’s fees and court costs, resulting from claims of personal injury, property damage or death arising from or related to the work, or any negligent or intentional acts of the Indemnifying Party. To the extent that the Indemnifying Party is found by a court of competent jurisdiction to be only partially liable for any claim for which the Indemnifying Party has an obligation to indemnify or hold harmless the Township of Tewksbury, the amount of the Indemnifying Party’s obligation to indemnify and hold harmless the Township of Tewksbury shall be directly proportional to the Indemnifying Party’s percentage of liability as determined by such court. Nothing herein shall obligate the Indemnifying Party to indemnify or hold the Township of Tewksbury harmless from the negligent or willful acts of the Township.

INDEMNIFYING PARTY
[NAME OF INDEMNIFYING PARTY]

By: _____

Date: _____

Name:

Title:

Sworn and subscribed before me

This ____ day of _____, _____

Notary Public