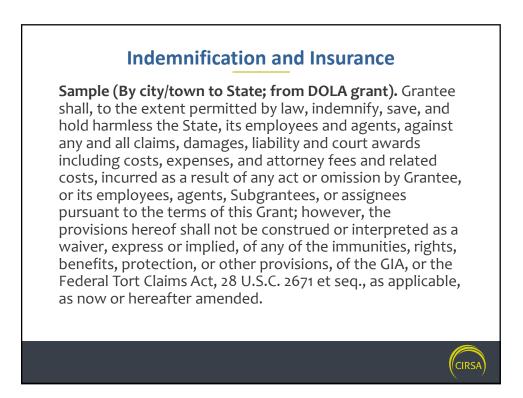


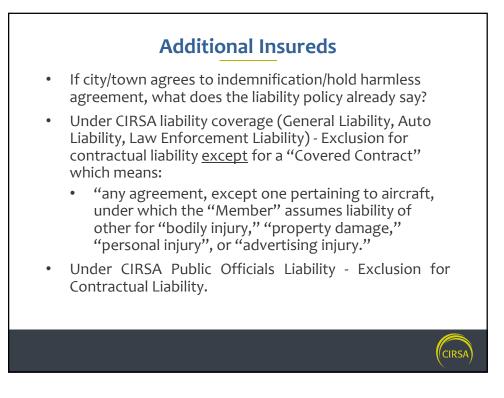


Indemnification and Insurance

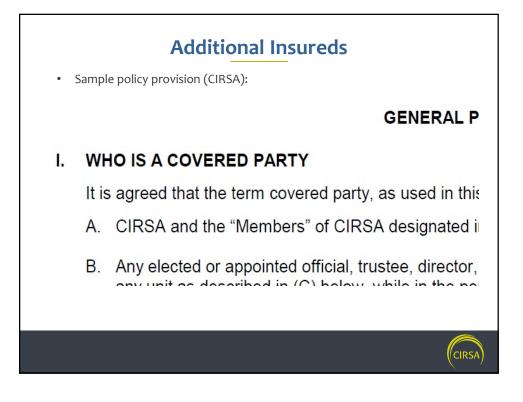
Sample (By Contractor to city/town). To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the city/town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the city/town.

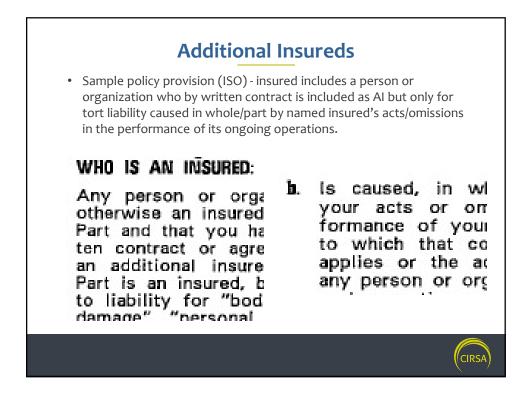


CIRSA









Additional Insureds Obtaining additional insured status: • Reinforces the contract indemnity. • Serves as a backup to the contract indemnity if the indemnity agreement proves unenforceable. • Gives the AI direct protections under the named insured's liability policy; typically including: • Right to immediate defense (as compared with later reimbursement). Rights to indemnity for liabilities within the scope of coverage. Generally, the AI becomes covered, and can look to the named insured's insurer for defense/indemnity in matters that involves "the premises or operations" of the named insured....with coverage limited to that scope. CIRSA

