

INDEMNIFICATION AGREEMENT

THIS AGREEMENT dated as of the ____day of_____, 20___, between the **TOWN OF LEE**, a municipal corporation organized and existing under the laws of the State of New York, having its principal office at the Town of Lee Municipal Building, 5808 Stokes-Lee Center Road, Lee Center, New York 13363 (the “Town”), and Lee Town Park, with offices located at Turin Road, Rome NY _____.

WHEREAS, _____ desires to use certain Town Facilities on _____ as identified on Exhibit A; and

WHEREAS, the Town of Lee has certain indemnification requirements with respect to the use of Town facilities.

NOW, THEREFORE, it is hereby agreed:

To the fullest extent permitted by law _____, of _____ (“Indemnitor”) shall defend, indemnify and hold

harmless the Town of Lee, its officers, representatives, agents and employees (individually or collectively, “Indemnitee”) from and against all claims, damages, liabilities, losses and expenses, including but not limited to attorneys’ fees, arising out of or in any way connected with its use of Town facilities, provided that any such claim, damage, liability, loss or expense is attributable to bodily injury, sickness, disease or death, or physical injury to tangible property including loss of use of that property, or loss of use of tangible property that is not physically injured, and caused in whole or in part by any actual or alleged:

- Act or omission of the Indemnitor or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable; or
- Violation of any statutory duty, regulation, ordinance, rule or obligation by an Indemnitee, provided that the violation arises out of or is in any way connected with use of Town facilities.

The Indemnitor’s obligations under this Agreement shall apply regardless of whether or not any such claim, damage, liability, loss or expense is or may be attributable to the fault or negligence of the Indemnitor.

In the event that an Indemnitee is determined to be any percent negligent pursuant to any verdict or judgment, Indemnitor’s obligation to indemnify the Indemnitee for any amount, payment, judgment, settlement, mediation or arbitration award shall extend to the percentage of negligence of the Indemnitor and anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Indemnitor is liable.

In any and all claims against an Indemnitee by any employee, member or representative of the Indemnitor, or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable, the obligations under this Agreement shall not be limited by any limitation on the amount or type

of damages, compensation or benefits payable by or for the Indemnitor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The obligations under this Agreement shall not be limited in any way by the amount or type of insurance required to be provided to or for the benefit of an Indemnitee as described in Insurance Requirements of this or any other agreement.

The obligations under this Agreement shall not be construed to negate, abridge or reduce any other right or obligation that would otherwise exist as to any person or entity described in this Agreement.

If any portion of this Agreement is declared unlawful or void by a Court of competent jurisdiction, the remaining portions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

EXHIBIT A

Lee Town Park grounds and Pavilion.

TOWN OF LEE

By: Sharon Mortis, Town Clerk

(Signature)
By: _____
(Print Name)

By signing this agreement I attest that I am 21 years of age or older.