



**TOWN OF LA CONNER
HOLD HARMLESS AGREEMENT
RIGHT-OF-WAY – CONTRACTOR USE**

THE UNDERSIGNED, _____, of _____,
(Name) (Company)

Washington, hereby agrees to indemnify and hold the Town of La Conner, it's employees, elected officials, insurers and volunteers harmless from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises from any activity or work done, permitted, or suffered by User in or about the Rights-of-Way, except only such injury or damage as shall have been occasioned by the sole negligence of the Town, whatsoever, arising from _____, on the
(Description of work being done)

Rights-of-Way of the Town of La Conner, and to defend the Town against any claim and/or pay any judgment related in any manner to the approval and/or conduct of such event.

The undersigned further agrees to conduct said activity in a safe manner, so that it is not a hazard to pedestrian or vehicular traffic, and to conform to all zoning, traffic and safety ordinances of the Town of La Conner.

The undersigned further agrees to remove debris and/or barricades on or before _____, or immediately in the event it should be deemed by the Town
(Date work to be completed)

Public Works Director to be hazardous to the health, safety and welfare of the Town.

Insurance Requirements:

The User shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with use of the Premises.

User shall provide a certificate of insurance evidencing *General Liability* insurance covering the event, products completed, operations and contractual liability.

The Town shall be named as an additional insured on User's General Liability insurance policy.

The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain, that the User's insurance coverage shall be primary insurance as respect the Town. Any insurance, self-insurance, or insurance pool coverage maintained by the Town shall be excess of the Lessee's insurance and shall not contribute with it.

The User shall provide a certificate of insurance evidencing the required insurance before using the premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII

Dated this _____ day of _____, _____

Signature

Print Name

For: _____