

HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between, _____, hereinafter "Promisor", and the City of Peekskill, hereinafter "Promisee", on this _____ day of _____, 200__, in Peekskill, New York.

AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Promisor and Promisee agree as follows:

Promisor will indemnify and hold harmless Promisee from any and all claims, actions, and judgments, including all costs of defense and attorney's fees incurred in defending against same arising from _____ (insert event) Promisor's actions including the acts of Promisor's agents and employees.

Promisee shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment, and in such event Promisor shall indemnify and hold harmless Promisee for any such claims paid, including Promisee's reasonable attorneys fees incurred resulting from such claims.

In the event any claim or suit is brought against Promisee within the scope of this Agreement, Promisor shall pay for legal counsel chosen by Promisee to defend against same.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fees, which may be set by the court in the same action, or any separate action brought for that purpose, in addition to any other relief such party may be entitled.

This Agreement shall be interpreted under the laws of the State of New York.

The City of Peekskill

By:

Promisor:

By: