



Village of Fishkill

Hold Harmless Agreement

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between, _____, hereinafter "permittee", and the Village of Fishkill, hereinafter "permitter", on this _____ day of _____, 20_____, in Fishkill, NY

Agreement

For valuable consideration, the receipt of which is hereby acknowledged, permittee and permitter agree as follows:

Permittee will indemnify and hold harmless permitter from any and all claims, actions and judgments, including all cost of defense and attorney's fees incurred in defending against same arising from _____ (insert event)

permittee's actions including the acts of permittee's agents and employees. Permitter shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment and in such event, permittee shall indemnify and hold harmless permitter for any such claims paid, including permitter's reasonable attorneys' fees incurred resulting from such claims. In the event any claim or suit is brought against permitter within the scope of this agreement, permittee shall pay for legal counsel chosen by permitter 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.

By Permittee (Event Holder)

Date

By Permitter (Village of Fishkill)

Date