



### **Indemnification and Hold Harmless Warranty**

\_\_\_\_\_ (entity name),  
acting herein by \_\_\_\_\_ (person  
signing this warranty), duly authorized, (hereinafter referred to as the "Permittee",) in association  
with and as a condition of the granting of any permit or Town property license to the Permittee  
during the term of this warranty for and with respect to all work, activities, occupation or use of,  
on, or within any street, highway, roadway, right-of-way, easement, or property of the Town of  
Bloomfield (hereinafter referred to as the "Town") by or on behalf of the Permittee (hereinafter  
collectively "permitted activities"), where such permitted activities are, or were at the time  
undertaken, permitted or licensed by the Town or otherwise required to be permitted or licensed  
under the ordinances, regulations, or policies of the Town, does hereby warrant, covenant, and  
agree to the following:

1. To the fullest extent permitted by law, the Permittee shall defend, indemnify, and hold harmless the Town, and the officers, employees, directors, agents, and consultants of the Town, from and against all claims, costs, losses, and damages (including the fees and charges of attorneys, engineers, or other professionals, or other reasonable or necessary costs or expenses) arising out of or attributable to the performance of or results of permitted activities or the failure to any degree of the Permittee to meet any of its obligations hereunder or otherwise associated with any permit or license.
2. The Permittee warrants that all completed permitted activities will be and are free of defects, of proper and intended quality and workmanship, and completed in accordance with all applicable provisions of this Indemnification and Hold Harmless Warranty and of the Town of Bloomfield Rights of Way Permit Manual (a.k.a. "Permit Manual"), said Permit Manual being made a part hereof by reference.
3. Active Warranty Period: The Permittee shall indemnify the Town for any costs, expenses, or loss incurred by the Town in efforts to bring any work (including maintenance of travel) or constructed, enhanced, repaired, or adversely affected facilities or property up to the required levels set forth by this warranty in any event where the Permittee fails to accomplish the same in a timely manner, in the judgment of the Town, subsequent to the Town issuing written notice to the Permittee of such failure; provided that the initial occurrence of any such written notice occurs prior to 12 months subsequent of the date of successful completion of the subject permitted activities. In the event that any subject Regulated Activities were not duly permitted in accordance with the Permit Manual, then such initial written notice must occur within 36 months of the Town becoming aware, as documented in writing, that the subject permitted activities were undertaken by the Permittee without a proper permit.



**Indemnification and Hold Harmless Warranty (continued)**

4. All work and activities of the Permittee under this warranty, and the results of the same, shall be in accordance with the provisions of the Permit Manual.
5. Attention is directed to Paragraph 31 of the Permit Manual regarding general requirements for quality of work and activities.
6. Attention is directed to Paragraphs 48 through 54, inclusive, of the Permit Manual regarding maintenance and protection of traffic, in all forms, as associated with permitted activities.
7. As a point of emphasis, all provisions hereof shall apply in full to any damage or other adverse effects to adjacent facilities or property that may arise from any permitted activities covered hereby and to any work, activities, or occupation by the Permittee that may be outside of or beyond the original or intended scope of any issued permit.
8. The existence of insurance or any other security, regardless of the nature, coverage, insured, or beneficiary thereof, or any beneficial payments or awards made thereunder, or of any amount or type of Worker's Compensation, disability, or other employee benefit paid or potentially payable shall in no way limit the scope of the indemnification, hold harmless, or other obligations of the Permittee under this warranty, nor shall any of the same in any way limit the options, or order thereof, of the Town to enforce any warranty or obligations of the Permittee hereunder.
9. This warranty shall expire three calendar years subsequent to the date of execution hereof; provided that:
  - a) The Town may at any time in association with any application for a new permit require the Permittee to execute a new Indemnification and Hold Harmless Warranty, whether the text of such new warranty is the same or revised with respect to this warranty, prior to issuing any such new permit, and such new warranty shall be in force for any subsequent work, activities, or occupation; and,
  - b) Notwithstanding any other provisions of this Article 9, with respect to any work, activities, occupation, or use permitted by the Town, undertaken by the Permittee, or otherwise covered by this warranty at the time of such expiration or at the time of execution of a new Indemnification and Hold Harmless Warranty by the Permittee under Subarticle 9.a) above, whichever may be applicable, this warranty shall remain in force unchanged for the full applicable warranty period as set forth under Article 3 hereof.



**Indemnification and Hold Harmless Warranty (continued)**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

For: \_\_\_\_\_ (entity name)

Of: \_\_\_\_\_  
\_\_\_\_\_ (business address)

By: \_\_\_\_\_  
(signature of person named in 2<sup>nd</sup> line of warranty)

Title: \_\_\_\_\_

**NOTARY'S CERTIFICATE:**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing named signer hereof being duly sworn, deposes and says that he/she holds the title set forth above with/on behalf of the named Permittee, and that he/she is duly authorized by the same to execute this warranty on the Permittee's behalf, and that he/she understands and hereby makes the warranties, covenants, and representations contained herein on behalf of the Permittee named above.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: