

DRAFT: 11/2/2022

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is made this _____ day of _____, ~~October~~, 2022, between the Heather L. Flack, Executor of the Estate of Jesse R. Wilcox, Jr., late of 1009 Shewville Road, Ledyard, Connecticut (hereinafter referred to as the "Owner"), and the Ledyard Historic District Commission with its principal place of business located at 741 Colonel Ledyard Highway, Ledyard, Connecticut (hereinafter referred to as the "Contractor") for the removal of the mounted mill water turbine located at 1009 Shewville Road, Ledyard, Connecticut (hereinafter referred to as the "Property").

WHEREAS, the Owner desires the removal of the mounted mill water turbine located on the Property (hereinafter referred to as the "Work") and the Contractor is willing to remove said turbine in exchange for the turbine.

THEREFORE, IT IS AGREED AS FOLLOWS:

To the fullest extent permitted by law, ~~the Contractor~~ *each party (the Indemnifying Party)* shall indemnify and hold harmless the ~~Owner, Owner's~~ *other party, other party's* consultants, agents, and employees of any of them *(the Indemnified Party)* from and against claims, damages, losses and expenses including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefore, but only to the extent caused in whole or in part by negligent acts or omissions of the ~~Contractor~~, *Indemnifying Party* anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

This agreement shall be binding on all parties hereby, jointly, and severally. The parties understand and agree that if it is necessary for the ~~Owner~~ *Indemnified* to take legal action against the ~~Contractor~~ *Indemnifying* to enforce any part of this agreement that the ~~Contractor~~ *Indemnifying* agrees to pay all reasonable attorney fees and court costs.

This Contract shall be governed by the law of the State of Connecticut.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of ~~October~~, _____ 2022. Owner

Estate of Jesse R. Wilcox, Jr.

Heather L. Flack. Executor

Contractor

Ledyard Historic District Commission

Duly authorized

DRAFT