

**HOLD HARMLESS AGREEMENT**

In accordance with Article 12 of the General Conditions, Indemnification, the Contractor will be required to sign the following "Hold Harmless" Agreement with the BOARD OF EDUCATION. Compliance with the foregoing requirements for insurance shall not relieve the Contractor from liability set forth under the Indemnity Agreement.

The undersigned hereby agrees to defend, indemnify, and save harmless the BOARD OF EDUCATION, its officers and employees from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including counsel fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the contractor, whether such claims shall be made by an employee of the contractor or by a third party, the contractor covenants and agrees that he / she will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the Owner, Architect/Engineer & Construction manager, in any such litigation, the Contractor shall at his / her own expense satisfy and discharge the same.

By: \_\_\_\_\_  
(Signature of Authorized Representative of Corporation)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Date)