

## **Indemnification Agreement & Additional Insured Wording**

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless The Village of Watkins Glen, the owner, and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from the performance or participation of the vendor provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or destruction of tangible property including the loss of use resulting therefore, and (2) is caused in whole or in part by any negligent act or omission of the vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist to any party or person described in this paragraph.

The Village of Watkins Glen is hereby named as Additional Insured on a primary, non-contributory basis which includes your performance or participation.

Vendor / Name \_\_\_\_\_

Address \_\_\_\_\_

Signature/Title \_\_\_\_\_

Date \_\_\_\_\_