FORM 3

VILLAGE OF HEMPSTEAD'S
HOLD HARMLESS AGREEMENT
WITH

_____

This Agreement, made this _____ day of _____, 200__, by and between the Incorporated Village of Hempstead (hereinafter referred to as the **VILLAGE**), a municipal corporation of the State of New York, having its principal office at Village Hall, 99 Nichols Court, Hempstead, New York 11550, and

_____(hereinafter referred to as the **Permit Seeker**) , having an office at

_____.

WHEREAS, the **VILLAGE** requires that enter into a Hold Harmless and Indemnification Agreement covering the **VILLAGE** in its capacity as owner and/or operator of the **VILLAGE PROPERTY for the parade/event set forth in the request form annexed hereto.**

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

The Permit Seeker _____ agrees to defend, indemnify and hold the **VILLAGE**, its agents, servants and/or employees harmless from and against all claims, including reasonable attorney fees and liability, arising out of or in connection with the parade / event set forth in the form annexed hereto.   Further, it is expressly understood that such indemnity of the **VILLAGE** shall not be limited by reason of enumeration of any insurance coverage provided.

In the event of legal action or claim brought by a third party action against the **VILLAGE** or a claim brought by the **VILLAGE** to enforce this Agreement, collect any amount due under this Agreement or because of a breach in performance of any term, condition, covenant, and/or obligation of this Agreement on the part of the **Permit Seeker** to be kept or performed, **Permit Seeker** shall, in addition to all duties set forth herein, reimburse the **VILLAGE** for all expenses incurred, including reasonable attorney fees, which it may incur in furtherance of this Agreement.

The waiver by the **VILLAGE** of a breach/default of any term, condition, covenant, and/or obligation contained herein shall not be deemed to be a waiver of a subsequent breach/default of the same or other term, condition, covenant, and/or obligation contained herein.   No term, condition, covenant, and/or obligation of

this Agreement shall be deemed waived by the **VILLAGE** unless said waiver is in writing and signed by the Mayor of the **VILLAGE**.

Permit Seeker represents that it is sufficiently staffed, skilled and experienced in the type of services set forth herein, and further represents that it is staffed with personnel who are duly licensed and qualified under all applicable federal, state and local laws to engage in the activities as set forth herein.

The term of this Agreement shall be the date and the times set forth parade /event request form.

The terms of this Agreement may not be changed, except by a written amendment executed by the **VILLAGE** and the **Permit Seeker**.

This Agreement subsumes and replaces any and all prior written and/or oral Agreements by **Permit Seeker** to release, hold harmless and indemnify the **VILLAGE** with regard to the subject matter of this Agreement.

This Agreement and the representations and warranties contained herein shall inure to the benefit of the **VILLAGE**, its employees, agents and/or subcontractors, and shall bind the **Permit Seeker**, its successors and/or assigns. The **Permit Seeker** represents that it shall comply with all applicable local, state and federal laws while conducting its activities in connection with this Agreement.

_____
Permit Seeker

By Name: _____

Title: _____

State of New York }
                  } ss.:
County of Nassau }

On this _____ day _____ of, 200__, before me personally came _____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ of _____, whose name is subscribed to the above instrument and acknowledged to me that he/she executed the same in his/her official capacity as _____ of _____.

_____
Notary Public