

***** SAMPLE INDEMNIFICATION AGREEMENT *****

(Actual Agreement May Be Modified by Borough)

**Borough of Wood-Ridge, Bergen County, New Jersey
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

This Indemnification and Hold Harmless Agreement entered into this ____ day of _____, 2026, between the **Borough of Wood-Ridge** (hereinafter "**Borough**"), including its **Borough Engineer Michael J. Neglia and Neglia Engineering Group**, (hereinafter "**Engineer**") (Borough and Engineer collectively hereinafter "**Indemnified Parties**") and **CONTRACTOR** (hereinafter "**Contractor**") (Borough and Contractor collectively hereinafter "**Contracting Parties**") witnesseth as follows:

This agreement pertains to the Project known as **PROJECT** (hereinafter "**Project**") pursuant to the Borough's Request for Proposal dated _____, the Contractor's Proposal and Bid Proposal Form dated _____ and a contract dated _____ signed by the Contracting Parties.

Contractor hereby agrees to make full payment of all proper fees, charges, and wages for labor, materials and services required to Contractor's employees, subcontractors, suppliers, and professionals and that the **Indemnified Parties** shall not bear any liability or responsibility for said obligations of the Contractor nor for the Contractor's failure to pay said obligations.

Contractor hereby agrees to release, indemnify and hold harmless the **Indemnified Parties** including **Borough's** officials, officers, employees, professionals, and agents and **Engineer's** owners, officers, employees, agents, and subcontractors from and against any loss, damage, liability, judgment or demand including attorney fees and defense costs which may arise out of injuries to persons, including death, or damage to property caused by Contractor including Contractor's owners, officers, employees, professionals, agents, subcontractors or any other person, persons, entity or entities.

Contractor hereby expressly represents and warrants that he or she has complied with all the requirements concerning insurance and contractual indemnification and that, simultaneously herewith, Contractor shall provide the **Borough** with an Insurance Policy naming the **Borough** and the **Engineer** as additional Insured providing general liability coverage including bodily injury, property damage, personal and advertising injury with minimum limits of liability of not less than \$1,000,000 each occurrence. Additional limits and coverage's may be required.

Signed this ____ day of _____, 2026 as the binding action in deed of Contractor.

Authorized Signature of Contractor

Print Authorized Name & Title

Signature of Witness
to Authorized Signature

Print Witness Name