

## **APPENDIX G**

### **SAMPLE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

This Appendix contains a copy of the Greenville Utilities Commission Standard Indemnification and Hold Harmless Agreement. Requirements for the document shall be in accordance with Section 5.3.4.6 of the Manual. Additional blank copies may be obtained from the Commission.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The undersigned Contractor, contemporaneously with the execution of a contract with a private entity, for constructing water and/or wastewater facilities for, \_\_\_\_\_, where said facilities are intended to be owned, operated and maintained by the GREENVILLE UTILITIES COMMISSION (the Commission) upon acceptance by the Commission and as a precondition of such contract, hereby agrees to indemnify and hold harmless the Commission, its officers, employees, and agents from and against all liability for damages or injuries, including cost and reasonable attorney fees, which may result from the construction or other activity by the undersigned contractor of facilities for the above named project within the right of way of any municipal or NCDOT street or highway. All such construction shall be in conformity and compliance with the Commission's Manual for the Design and Construction of Water and Wastewater System Extensions and municipal and NCDOT requirements for construction within their respective rights of way.

**IN TESTIMONY WHEREOF**, the undersigned Contractor has caused this Indemnification and Hold Harmless Agreement to be executed pursuant to the authority duly given by its authorized officer or agent, for the purposes herein expressed, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Agent

STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, \_\_\_\_\_, a Notary Public of the aforesaid  
County and State, do hereby certify that \_\_\_\_\_ personally  
appeared before me this day and acknowledged the due execution of the foregoing and  
annexed Indemnification and Hold Harmless Agreement for the purposes herein  
expressed.

WITNESS my hand and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_