

Hold Harmless Agreement

Company shall indemnify and hold harmless MATS/City of Montgomery against any liability to which it may be subjected by reason of the advertising material and/or construction, placement of the shelter/bench under this contract, including but not limited to liability for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, as well as all reasonable costs, including attorney's fees, in defending any such action(s).

The proposer shall and does, assume responsibility and liability for damages, loss or injury (including death) of any kind whatsoever to persons or property, including employees and property of the City, caused by or resulting from any act or omission of the proposer, its employees, agents, servants, or employees or its subcontractors or any of their officers, agents, servants, or employees arising from the performance of the work under this contract. The proposer shall indemnify and hold harmless MATS/ City of Montgomery, its officers, agents, servants and employees and the Federal and State and County governments from and against any claims, loss, damage, charge or expense to which they or any of them may be put or subjected to by reason of any such act or omission of the proposer

Company Name

Date

Name of Authorized Official

Signature of Authorized Official

Title