

**CITY OF CONCORD, NEW HAMPSHIRE**

**INDEMNIFICATION AGREEMENT**

Vendor shall defend, indemnify, and hold harmless the City and its officials, agents, and employees (collectively, the “Indemnified Parties”) from and against all demands, claims, suits and actions seeking damages, penalties, attorney’s fees, costs, expenses, equitable relief, statutory relief or any other relief on account of bodily injury, death, personal injury, property damage, economic injury and any other injury or loss, (collectively, “Liabilities”) arising from or relating to this contract, unless the Indemnified Parties were solely negligent.

In addition, Vendor shall defend, indemnify and hold harmless the City for any costs, expenses and liabilities arising out of a claim, charge or determination that Vendor’s officers, employees, contractors, subcontractors or agents are employees of the City, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The indemnification obligations set forth herein shall survive the term of the contract. Vendor must choose defense counsel acceptable to the City and obtain the City’s consent to any proposed settlement.

COMPANY \_\_\_\_\_

TAXPAYER IDENTIFICATION NUMBER \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_