

**APPENDIX A:
Indemnity Provision**

CONTRACTOR (or Lessee or Vendor) assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of CITY of others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work/service by the CONTRACTOR, the CONTRACTOR'S SUBCONTRACTORS, agents, and employees, including losses, expenses, damages sustained by CITY, and agrees to indemnify and hold harmless the CITY, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this agreement, CONTRACTOR agrees to purchase and maintain during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Above provision specifically applies to the contract dated _____
between the City of Pooler and _____
for Contract Services.

SIGNATURE

PRINT NAME

PRINT COMPANY