

# City of Springfield, Oregon

## Hold Harmless Agreement



Project Number \_\_\_\_\_ Project Title \_\_\_\_\_

To the fullest extent of the law \_\_\_\_\_, hereinafter referred to as Contractor, shall defend, indemnify and hold harmless the City from and against all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with performance of this Contract by the Contractor except, pursuant to ORS 30.140, for losses, claims, or actions resulting from the sole negligence of the City.

The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other causes whatsoever. The Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage, and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether an act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for, nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents, or employees. The Contractor's absence of or inadequacy of the liability insurance required by the City of Springfield shall not negate Contractor's obligations in this agreement.

\_\_\_\_\_  
Name of Prime Contractor *(please print)*

\_\_\_\_\_  
Name of Authorized Representative *(please print)*

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title *(please print)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address *(please print)*

\_\_\_\_\_  
City, State, Zip

Telephone Number: ( ) \_\_\_\_\_

Cell Phone Number: ( ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_