

INDEMNIFICATION AGREEMENT

THIS AGREEMENT (“Agreement”), by and between Township of Long Beach (“Township”), whose address is 6805 Long Beach Boulevard, Brant Beach, New Jersey 08008, and _____ (“Wireless Applicant”), whose address is _____, shall be binding and legally effective upon the approval by the Township of the wireless application submitted pursuant to Chapter 205 of the Township Code.

WITNESSETH:

1. Wireless Applicant expressly, knowingly, and, to the fullest extent permitted by law, agrees to and shall release, indemnify, defend, and hold harmless the Township, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of the Township, from and against any loss, damages, claims, causes of action, liabilities, obligations, penalties, demands, municipal mechanic’s liens filed by any subcontractors pursuant to N.J.S.A. 2A:44-125, *et seq.*, and any and all other costs and expenses, including reasonable attorneys’ fees and costs, threatened against, suffered, and/or incurred by the Township, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of the Township arising out of and/or in any manner relating to the to the conduct, permitted, contracted, and/or licensed activity of the Wireless Applicant and its officers, owners, agents, employees, independent contractors, guests, volunteers, and others working on behalf of the Wireless Applicant in the Township pursuant to the authority granted by Chapter 205 of the Township Code, except to the extent resulting from the acts or omissions of the Township, its elected and appointed officials, officers, employees, agents, volunteers, or others working on behalf of the Township. Wireless Applicant shall be responsible and liable for the payment of any and all of the foregoing reasonable attorney’s fees and costs, to attorneys of the Township’s reasonable selection, for any investigation and review, pre-litigation, litigation, post-judgment litigation, and any and all appeals arising out of and/or relating to this Agreement.

2. The existence of any available and/or applicable insurance shall not waive or release Bidder from the Bidder’s obligations set forth in this Agreement.

Dated: _____

WIRELESS APPLICANT

STATE OF _____)

) SS

COUNTY OF _____)

On _____, 20__ before me, _____, Notary Public in and for said county, personally appeared (signer) who has satisfactorily identified him/her as the signer on behalf of the Wireless Applicant to the above-referenced document.

Notary’s Name

Seal