

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

PARTY NAME

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans (the “**City**”), and **NAME OF PARTY** (the “**Applicant**”). The Agreement is effective as of **MONTH DATE, 20__** (the “**Effective Date**”).

A. Property Description. PROVIDE PROPERTY DESCRIPTION AND/OR MUNICIPAL ADDRESS.

B. Indemnity. To the fullest extent permitted by law, the Applicant will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to the installation and operation of the electric vehicle charging station and any related improvements; including any and all claims and/or liens for labor, services, or materials furnished for the installation of the electric vehicle charging station and related improvements.

C. Independent Duty. The Applicant has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Applicant is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the Applicant shall bear the expenses including, but not limited to, the City’s reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

E. Removal. Applicant agrees to remove the electric vehicle charging station at the request of City or any other municipal or state agency.

BY: _____
PRINT NAME OF INDIVIDUAL SIGNING

Sworn and Subscribed before me, the undersigned notary, on this ___ day of _____, 20__.

BY: _____