**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

**THIS AGREEMENT** made this \_\_ day of July, 2023, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Applicant”) and the Township of Teaneck, with offices located at 818 Teaneck Road, Teaneck, New Jersey 07666 (the “Township”).

**W I T N E S S E T H:**

**WHEREAS,** the Applicant has been hired by the owner of certain premises located within the Township of Teaneck known and designated as Lot \_\_ in Block \_\_\_\_\_ as shown on the Tax Map of the Township of Teaneck and commonly known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Teaneck, New Jersey; and

**WHEREAS,** the Applicant proposes to construct certain temporary improvements on Puffin Way in an area adjacent to the property described above, which encroach upon the Township’s right-of-way as more particularly described below; and

**WHEREAS,** the Applicant has requested the consent of the Township of a license to permit such encroachment within said public right-of-way,

**NOW, THEREFORE**, in consideration of the mutual promises and conditions hereinafter contained, the parties agree as follows:

1. The Township hereby consents to a temporary license to permit the following described encroachment within the Township’s right-of-way pursuant to the provisions of Article I of Chapter 32 of the Code of the Township of Teaneck. This license is revocable at any time by the Township for any reason. The Township grants the encroachment to the Applicant for the purpose of installing two temporary groundwater monitoring wells as part of an ongoing remediation project by and through the New Jersey Department of Environmental Protection. Such encroachment will be limited to the two locations identified in **Exhibit A** to this Agreement.

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1. Upon the revocation of such license by the Township, the Applicant shall cause the encroachment to be removed within ten (10) days following such revocation. Pursuant to Section 32-10 of the Code of the Township of Teaneck, the Township Engineer is authorized to provide such notice to the Applicant in writing.
2. The Applicant agrees to indemnify, defend, and hold the Township and its officers, agents, members, servants, employees and assigns harmless from any and all liability, demands, claims, suits, losses, injuries, damages, judgments, expenses, costs and reasonable attorney’s fees arising out of or resulting from the within license and encroachment, including any and all liability, claims, demands, damages, judgments, expenses and costs of any kind resulting from the acts or omissions from any guest, participate, visitor or other person upon the premises.
3. Unless waived in writing by the Township, the Applicant shall provide to the Township a Certificate of Insurance specifically naming the Township of Teaneck as an additional insured, providing general liability, bodily injury and property damage coverage in an amount of not less than $1,000,000.00 for persons injury and $500,000.00 for property damage, together with statutory Workers Compensation coverage (if applicable) issued by an insurance company authorized to do business within the State of New Jersey, or such other coverage amounts as may be specified by the Township.
4. The license granted hereby shall be revocable by the Township of Teaneck at any time and
for any reason. Such license shall not run with the land. The granting of the within license shall not give rise to any claims for adverse possession against the Township of Teaneck.

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**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first written above.

**ATTEST: Township of Teaneck**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Township Clerk Township Engineer

**WITNESSED: Applicant**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name Name & Position

Exhibit A

INSERT LOCATION MAP CLEARLY IDENTIFYING THE WELL LOCATIONS