**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Owner of premises located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Teaneck, New Jersey 07666 (hereinafter referred to as the "Owner") and the Township of Teaneck, with offices located at 818 Teaneck Road, Teaneck, New Jersey 07666 (hereinafter referred to as the "Township"),

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

**WHEREAS,** the Owner is 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,** certain improvements have been or are proposed to be constructed upon said premises which encroach upon the Township's right‑of‑way as more particularly described below; and

**WHEREAS,** the Owner has requested the consent of the Township of a license to permit such encroachment,

**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. Such license is revocable at any time by the Township.

The encroachment for which the temporary license is granted shall consist of the following:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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2. Upon the revocation of such license, the Owner shall cause the encroachment to be removed within ten (10) days following such revocation.

3. The Owner agrees to indemnify and hold harmless the Township, its officers, employees and agents from any and all claims for damages and liability arising by reason of the aforesaid encroachment into the Township's right‑of‑way, including, but not necessarily limited to, the cost of defending any such action for damages, including reasonable legal fees.

4. The aforesaid license is hereby subject to the following conditions:

(a) Pursuant to Section 32-10 of the Code of the Township of Teaneck, the aforesaid license is subject to the removal of the encroachment upon ten (10) days written notice from the Township Engineer.

1. The Owner 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.

(c) In addition, unless waived in writing by the Township, the Owner 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.

5. 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

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

**ATTEST: Township of Teaneck**

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

Township Clerk Township Engineer

**WITNESSED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,Owner**

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