



JOSEPH P. GANIM
Mayor

PARK CITY PICKIN' *it* UP

Adopt A Trash Can

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT ("AGREEMENT")

By executing below, the subject property owner(s) is/are agreeing to partake in the City of Bridgeport's Adopt a Trash Can Program, whereby in consideration of the below representations and promises, the City of Bridgeport will deliver and install at the below Premises # _____ (insert number) industrial, affixed trash receptacle(s) ("Trash Can(s)") at no cost to the property owner.

I/we _____
(individually or collectively "Indemnitor") being as of the date of this Agreement all those legal property owner(s) of record of certain premises known as

_____, Bridgeport, CT, ("Premises"), do hereby expressly, knowingly, and voluntarily agree(s) to defend, indemnify and hold harmless the City of Bridgeport, its elected officials, officers, department heads, employees, agents and servants (individually or collectively "Indemnitee") from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, alleging but not limited to bodily injury, personal injury, property damage caused, or alleged to be caused, by the Indemnitee, including but not limited to damage to the Premises or other property, and costs of every kind and description arising from or out of the Indemnitee providing the Indemnitor with one or more Trash Cans (with or without payment of consideration) for installation and/or use on the Premises. The Indemnitor accepts the Trash Can(s) and its usage at his/her/its sole risk. This Agreement is intended to, and expressly does, cover any and all actions or omissions of the Indemnitee in the provision, delivery, installation and usage of the Trash Can(s) to and on the Premises, and is applicable to any entry upon the Premises by the Indemnitee and any installation work or recommendations or other activities conducted by the Indemnitee, except that the Indemnitor shall not be responsible or obligated for claims arising solely out of the willful, wanton, or intentional wrongful acts or omissions of the Indemnitee.

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By accepting one or more Trash Cans, Indemnitor agrees to maintain and to line and to empty the Trash Can on a daily basis and understands that failure to abide by this Agreement shall subject to Indemnitor to fines of up to \$100.00 per day; be grounds for the removal of the Trash Can; and/or subject the Indemnitor to additional fines and/or penalties by the City's Office of Anti-Blight pursuant to the City's Municipal Code of Ordinances.

X _____
Indemnitor
(write name):
(Title):
Duly authorized

X _____
Witness:

X _____
Indemnitor
(write name):
(Title):
Duly authorized

X _____
Witness:

Dated: _____

COMPLETE THE BELOW UPON DELIVERY

_____ Trash cans delivered on _____, 2017.

_____ Initial, City of Bridgeport.

_____ Initial, Recipient