

**Town of Plover, Portage County, Wisconsin
Indemnification & Hold Harmless Agreement
Re: Utility Ordinance**

Permittee Information

Print Name: _____

Address: _____

This Indemnification & Hold Harmless Agreement is dated this ____ day of _____, 2025, by and between the Town of Plover, Portage County, Wisconsin (hereafter “Town”), a Wisconsin municipal corporation, and _____ (hereafter “Permittee”), located at _____, hereby agree and stipulate as follows:

WHEREAS, Permittee is the principal business of _____; and

WHEREAS, the Town has duly and properly passed Ordinance No. 20220504-a, entitled *Town Utility Ordinance*; and

WHEREAS, on or about _____ Permittee submitted an application to obtain Town authorization/permit to use and occupy the Town right of way, including boring under the same pursuant to the requirements of said Ordinance; and

WHEREAS, pursuant to Section 1.06(4), the Permittee is as a condition of said authorization/permit to execute a hold harmless and indemnification agreement indemnifying the Town, its officers, agents and employees from liability (including death), damages and costs that result by reason of or in connection with the negligence of the Permittee, its subcontractors, independent contractors, officers, servants, employees or agents, in the installation of the utility and/or any related work.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. The Permittee agrees that its heirs, successors, assigns, predecessor or successor entities or persons of any kind or nature, employees, contractors, subcontractors, officers and agents do hereby release, acquit and forever discharge the Town, its officers, agents and employees, from any and all liability whatsoever, whether joint or several, from all claims, actions, demands, causes of action, liabilities and obligations of whatever nature (collectively, the “Claims”), whether now known or hereafter made known, anticipated or unanticipated, choate or inchoate, whether arising by tort, contract or otherwise, at law or in equity, which the Permittee might have or raise that are related to this Agreement or the activities permitted pursuant to this Ordinance except to the extent that such Claims result from Town’s negligence or willful misconduct.

2. The Permittee further understands that by signing this Agreement the Permittee agrees on behalf of himself/herself or its heirs, successors, assigns, predecessor or successor entities or persons of any kind or nature, employees, contractors, subcontractors, officers and agents (collectively, the

“Permittees”) assume all risk of injury, death or property damages that may be suffered in connection with the activities permitted hereunder; except to the extent that such Claims result from Town’s negligence; and that the Permittee will save, protect, hold harmless, indemnify and defend the Town against any legal actions or other claims for damages arising from the Permittee’s actions hereunder. This duty to defend and indemnify includes, but is not limited to, any third-party claims brought against the Town related in any way to the activities herein, except as to the Town’s negligence or willful misconduct.

3. The Town agrees to promptly notify the Permittee in writing of any claims, demands, or legal actions brought against the Town that are related to the activities permitted under this agreement. Such notice shall be given within 60 days of the Town becoming aware of the claim, demand, or legal action. The notice shall include all relevant information and documentation related to the claim, demand, or legal action. All such notices shall be sent to the address below:

4. The Permittee represents and acknowledges that it has read and fully understands this Agreement, and that it has executed this Agreement through its duly authorized representative, of its own free will and without any reservation whatsoever.

PERMITEE

By: _____
Its: _____

Date

TOWN OF PLOVER

By: _____
Jim Garbe, Chairman

Date

ATTEST:

Patricia Weller, Clerk