FOUNTAINDALE PUBLIC LIBRARY DISTRICT
INDEMNITY HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Fountaindale Public Library District, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Fountaindale Public Library District, its officials, agents and employees, arising in whole or in part of in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result in therefore, except that arising out of the sole legal cause of the Fountaindale Public Library District, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all cost and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Fountaindale Public Library District, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expresses, understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Fountaindale Public Library District, its officials, agents and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor, by virtue of this contract as shall be considered necessary in the judgment of the Fountaindale Public Library District may be retained by the District to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that extent shall have been furnished to the satisfaction of the Fountaindale Public Library District.

CONTRACTOR:

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ATTEST:

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(Notary Public)