

## VILLAGE OF RIVER FOREST

## HOLD HARMLESS AGREEMENT

On th	ne	_day of	, 20	,	
has r	equested	to use the fo	llowing Village-		MPANY OR HOMEOWNER-circle one)
	<u>pment</u> The follov	wing pump an	d equipment are fo	r <u>outdoor u</u>	ise only:
	One 100 <sup>3</sup>	' extension c	oump (Tsurumi L) ord rt extension cord	,	Four 2"x50'PVC discharge hoses One GFCI outlet unit.
The f	following	g is a list of i	ndividuals or emp	ployees of t	he above-named company who are

The following is a list of individuals or employees of the above-named company who are authorized to use the above-listed Village-owned equipment (individuals/employees under the age of 18 or who are not listed below are prohibited from using Village-owned equipment):

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The COMPANY/INDIVIDUAL recognizes and acknowledges that there are certain risks of injuries or damage relating to the use of the equipment, COMPANY/INDIVIDUAL agrees to assume the full risk of injuries, including death, damages, or loss which may be sustained as a result of the use of the equipment.

To the fullest extent permitted by law, the COMPANY/INDIVIDUAL shall agree to defend, indemnify and hold harmless the Village of River Forest, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits liabilities, judgments, costs and expenses arising from or related to the use of this equipment. Except for acts arising out of the sole negligence of the Village of River Forest, its agents or employees, the COMPANY/INDIVIDUAL 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 Village of River Forest, its officials, agents and employees, in any such action, the COMPANY/INDIVIDUAL shall, at its own expense, satisfy and discharge the same.

The COMPANY/INDIVIDUAL expressly understands and agrees that any performance bond or insurance policies required by the Village, or otherwise provided by the COMPANY/INDIVIDUAL, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of River Forest, its officials, agents and employees as herein provided.

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

The COMPANY/INDIVIDUAL warrants and represents to the Village that no person who is under the age of 18 years or has not signed this agreement will use this equipment. COMPANY/INDIVIDUAL hereby waives any claim it has or may have in the future against the Village of River Forest and or its agents and employees arising from or related to the condition, maintenance, or use of the equipment.

No Damage deposit is required, however the COMPANY/INDIVIDUAL agrees to return all equipment in the same condition and working order as it was when picked up. Charges for damaged/lost equipment will be as follows:

**Pump:** \$325.00 **Extension Cord:** \$50.00 Hoses: \$50.00 each GFCI Unit: \$25.00

Failure to pay for lost/damage equipment will result in costs being assessed on the water bill.

Pump systems are loaned for a period of 24 hours. A fine of \$100.00 will apply for the late return of all pump equipment.

The Village reserves the right to retain/collect pump equipment at any time.

Company/Individual Name								
Address	-							
	-							
Phone No.	-							
Authorized Signature	-							
Title								
		Village-Use Only						
Equipment Check out:	Date _		Time	AM	PM			
Equipment Check-in:	Date _		Time	AM	PM			
Village Approval: Employee Date								