

**INDEMNIFICATION**

To the fullest extent permitted by law, I the undersigned Owner/Applicant for a project known as \_\_\_\_\_ located on Block(s) \_\_\_\_\_, Lot(s) \_\_\_\_\_ in the Township of Raritan, County of Hunterdon, State of New Jersey, shall indemnify and hold harmless the Raritan Township Municipal Utilities Authority, hereafter known as the "Authority", its consultants and/or agents and employees, the RTMUA Board of Commissioners and any of them from and against claims, damages, losses and expenses, including but not limited to Attorney's fees, arising out of or resulting from performance of the work, provided that such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction including loss or use resulting therefrom, but only to the extent caused in whole or in part of negligent acts or omissions of the owner/applicant or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligation of indemnity which would otherwise exist as to a party or person described in this document.

In claims against any person or entity indemnified under this document by an employee of the owner/applicant or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this document shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the owner/applicant or any subcontractor under Worker's or Workmen Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

The obligation of the Owner/Applicant under this document shall not extend to the liability of the Authority, its consultants and/or agents and employees, the RTMUA Board of Commissioners and any of them arising out of:

- (1) The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specification;
- (2) The giving of or the failure to give directions or instructions by the RTMUA, their consultants and or agents and employees, the RTMUA Board of Commissioners of any of them provided such giving or failure to give is the primary cause of the injury or death.

Owner (signature)	Date	Applicant (signature)	Date
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Owner - print name	Applicant - print name
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Witness	Date	Witness	Date
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Witness – print name	Witness – print name
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