

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I, _____, Representative, President and/or Agent for _____, acknowledge that I have inspected the 2014 Dodge Charger, Vehicle Identification Number 2C3CDXKT2EH351565 owned by the Joint Board of Fire Commissioners, Township of Brick, and upon which _____ submitted a bid proposal to purchase said apparatus and designated equipment in an amount of _____ Dollars and _____ Cents (\$_____) and shall accept and receive said apparatus and designated equipment for and on behalf of _____ in an "As Is" condition.

Furthermore, I, _____ Representative, President and/or Agent for _____ acknowledge that there were no representations or warranties, either implied or expressed, regarding said apparatus and equipment from any agent, employee or member of the Joint Board of Fire Commissioners, Township of Brick, County of Ocean, or any other individual or entity associated with said Board including, but not limited to, the Joint Board of Fire Commissioners, Brick Township Fire Districts 1, 2, and 3, the Brick Township Bureau of Fire Safety, and their agents, members and employees.

Furthermore, _____ agrees to hold the Joint Board of Fire Commissioners, Township of Brick, County of Ocean, State of New Jersey, its

agents, members, employees, successors and assigns, Brick Township Fire Districts 1, 2, and 3, and their agents, members, employees, successors and assigns, and the Brick Township Bureau of Fire Safety and its agents, members, employees, successors and assigns, harmless from any personal injury or property damage or other loss that may occur as a result of the transfer of the above set forth apparatus and designated equipment and agrees to indemnify and otherwise hold the above entities and respective agents, members, employees, successors and assigns harmless in the event of any personal injury, property damage or other loss for which said entities, agents, members, employees, successors and assigns may be held responsible resulting from or connected with possession, use or otherwise of said apparatus and designated equipment by _____.

Without limiting the generality of the above preceding provision, _____ expressly and unequivocally agrees to indemnify and hold harmless the Joint Board of Fire Commissioners, Township of Brick, its agents, members, employees, successors and assigns and Brick Township Fire Districts 1, 2, and 3, their agents, members, employees, successors and assigns, and the Brick Township Bureau of Fire Safety and its agents, members, employees, successors and assigns, resulting from any legal or judicial proceedings, claims, actions, suits or otherwise including costs, expenses, damages and liabilities, and attorney's fees.

I, _____, Representative, President and/or Agent of _____ furthermore agree to remove or otherwise mark any and all lettering and other identifying markings on said apparatus and designated

equipment referencing the Joint Board of Fire Commissioners, Township of Brick, the Brick Township Bureau of Fire Safety, or any other entity associated therewith prior to the operation and licensing of said apparatus and designated equipment.

Furthermore, _____ agrees to have said apparatus insured and licensed prior to use thereof.

The promises and covenants set forth in this Hold Harmless and Indemnification Agreement are in consideration for the transfer of title to the above set forth apparatus and designated equipment to _____ upon payment of \$_____ to the Joint Board of Fire Commissioners, Township of Brick.

I, _____, Representative, President and/or Agent of _____ acknowledge that I have been authorized by _____ to execute the within Hold Harmless and Indemnification Agreement for and on its behalf.

Date: _____

Representative, President and/or

Agent of _____