

**PORT OF SHELTON
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
OAKLAND BAY MARINA – MOORAGE**

The undersigned having entered into a Moorage Agreement with the Port of Shelton further enters into the following agreement.

This Indemnification and Hold Harmless Agreement (hereinafter "Agreement") is entered into by and between the Port of Shelton (hereinafter "Owner") and _____ (hereinafter "Tenant") on this ____ day of _____.

The Tenant agrees to protect, defend, indemnify and hold harmless the Owner (the Port of Shelton, its Board of Commissioners, directors, staff, employees and executives, administrators, successors and assigns) for any and all activities by Tenant or Tenant's employees, agents and volunteers, from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorney's fees and disbursements) caused by or occurring by reason of the existence of the Tenant's property located at the Port of Shelton Oakland Bay Marina or any violation of law or regulation by Tenant or negligent act and/or omission of Tenant and Tenant's agents, volunteers or employees, arising out of or in connection with the activities of the Tenant under this Agreement and the Moorage Agreement of the parties, including but not limited to any personal injury, death, and/or property damage, claim, demand, lawsuit or other proceeding, including administrative enforcement actions, brought against Tenant or Owner.

Owner agrees to protect, defend, indemnify and hold harmless the Tenant for any and all activities by Owner's employees, officers, elected officials, agents and volunteers, from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and all judgments, awards, costs and expenses (including attorney's fees and disbursements) caused by or occurring by reason of any violation of law or regulation by Owner or other negligent act and/or omission of its elected officials, officers, agents, volunteers or employees, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding, including industrial insurance claims and administrative enforcement actions, brought against the Tenant or Owner.

No promise, inducement or agreement, which is not contained herein, has been made to the undersigned. This release contains the entire agreement relating to the Indemnification and Hold Harmless Agreement.

THE FOREGOING RELEASE HAS BEEN CAREFULLY READ BY THE UNDERSIGNED AND THE CONTENTS OF THIS AGREEMENT ARE CLEAR. THIS DOCUMENT IS SIGNED AS THE FREE ACT OF THE UNDERSIGNED.

IN WITNESS WHEREOF, this document is executed on the date first written above.

By:
PORT OF SHELTON

By: