

INDEMNIFICATION AGREEMENT

This **INDEMNIFICATION AGREEMENT** is effective as of the ____day of _____, 20____, by and between Lower Allen Township, (“Indemnatee”) and individual property owner (“Owner”) residing at _____, Lower Allen Township, Pennsylvania _____.

INTRODUCTION

WHEREAS, Lower Allen Township is a first class township organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the property owner proposes to build a structure within the right-of-way of Lower Allen Township; and

WHEREAS, per Township ordinance and the First Class Township Code, obstructions are only permitted outside of the clear zone within the Township right-of-way (Lower Allen Township Codified Ordinance §220-6, 53 P.S. §57084 and Ordinance 2002-08); and

WHEREAS, a dangerous condition within the right-of-way of streets owned by a local agency are considered as acts by a local agency of any of its employees that may result in the imposition of liability on a local agency. See 42 Pa.C.S.A. §8542(b)(7).

NOW, THEREFORE, by electing to enter into this agreement to construct and maintain the structure within the right-of-way adjacent to his/her property, the Owner acknowledges that the Township may not have governmental immunity as noted above, and therefore intending to be legally bound, agrees as follows:

ARTICLE I : Scope of Indemnification

1. Term of Agreement: The term of this agreement will commence on the date of execution, and will continue until it is terminated. This agreement can only be terminated under two situations.

- (a) When the structure and all construction materials are completely removed from the property by the consent and approval of both parties to this agreement; or
- (b) When both parties agree in writing that this agreement is terminated.

APPENDIX "A"

2. **General Rule:** Owner will indemnify Indemnitee against all claims, demands, liabilities, losses, civil penalties, fines, damages of any kind and all related costs or charges incurred in connection with any proceeding in which Indemnitee may be involved as a party rising out of any danger posed by the structure located within a right-of-way abutting Owner's property. However, Indemnitee shall not be liable for damages resulting from any injury sustained by a person whose conduct constitutes willful misconduct or recklessness within the meaning of 42 Pa. C.S.A. §8542 or any other superseding provision of law sufficient in the circumstances to bar indemnification against liabilities arising from the conduct.

ARTICLE II

1. **Notice Requirement:** Indemnitee shall notify Owner within 60 days after learning of any claim that could give rise to an indemnification obligation. Owner shall have the right to choose counsel and defend the claim at their expense with the approval of Indemnitee.
2. **Insurance:** Owner agrees to provide proof of insurance naming Lower Allen Township as a named insured with a insurance company acceptable to the Township with coverage amounts of at least \$1,000,000 in the aggregate. Further, Owner agrees to provide notice of any cancellation within ten (10) days of the same.
3. **Removal:** Upon receipt of notice from the Indemnitee that the right-of-way is needed for any public purpose, Owner will remove the structure within 60 (sixty) days of receipt of such notice.
4. **Choice of Law:** This agreement will be interpreted according to the laws of the Commonwealth of Pennsylvania.
5. **Integration:** This agreement represents the entire understanding of the parties with respect to the subject matter of this agreement and supersedes all prior agreements, contracts, understandings, negotiations and other arrangements between the parties.
6. **Amendment and Modifications:** This agreement may be amended, modified or supplemented only by the written agreement between Indemnitee and Owner.
7. **Successors and Binding Agreement:** This agreement and all rights under it will be binding on and inure to the benefit of and be enforceable by the successors and assignees of the parties to the agreement.
8. **Owner acknowledges that he/she will notify any potential buyer of this agreement as per the Seller Disclosure Law.**

APPENDIX "A"

9. Authority: The parties executing this agreement represent and warrant to each other that they have the full right, power, capacity and authority to execute and deliver this agreement, and that they have duly and properly performed all acts required by them to authorize them to carry out this agreement and the transactions contemplated therein.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed as of the date first written above.

LOWER ALLEN TOWNSHIP

Sworn to and subscribed before me this
____ day of _____, 20____.

OWNER(S)

Sworn to and subscribed before me this
____ day of _____, 20____.

APPENDIX "A"