



## Hold Harmless Agreement

The undersigned, on behalf of themselves and as the authorized representative of the identified company hereby agrees as follows:

1. The undersigned hereby waives and releases the Port of Kingston (the Port) from all claims and causes of action of every kind and nature that the undersigned may now have against the Port or that may hereafter arise in any way related to or arising from the undersigned's commercial activities on or about the Port property. The undersigned additionally agrees to hold the Port harmless from any claims or causes of action that the undersigned, its officers, employees, agents, customers or other third parties may now have or hereafter assert for any personal injury, property damage or other loss suffered while on or about the Port property, or while utilizing services or products provided by the undersigned unless such injury or damage was caused solely by the negligence of the Port or its employees.

2. The undersigned agrees to protect, indemnify, defend and to hold and save harmless the Port of Kingston, its elected officials, agents and employees, their successors and assigns, heirs, executors and administrators from and against all liabilities, obligations, fines, claims, damages, penalties, causes of action, costs and expenses (including without limitation, attorney fees and expenses), and any and all claims by or on behalf of persons claiming any such items of actual or alleged injury or damage,

-Arising out of acts or omissions of the person or commercial enterprise, its servants, agents, invites, guests and employees on or about the port property; or

-Arising out of the use of the Port property or any part thereof, by the person or commercial enterprise, including but not limited to, floats, docks, piers, ramps and approaches, buildings, sidewalks, curbs, parking lots, streets, or ways, hoists, forklifts, other equipment or items of personal property whatsoever; or

-Due to or arising out of any failure on the part of the person or commercial enterprise to perform or comply with any rules, ordinances, or laws of any federal, state, or local government agency.

3. The undersigned person/commercial enterprise hereby agrees to indemnify the Port for the concurrent negligence of the Port and the undersigned person/commercial enterprise. This provision does not apply if such damage or injury is caused solely by negligent or intentional acts of the Port, its elected officials, agents or employees.

Name \_\_\_\_\_ Phone \_\_\_\_\_

Company \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_