

HOLD HARMLESS AGREEMENT

If contractors are not able to provide insurance required by the Prince George's County Government (the "County") Risk Manager, the Risk Manager may authorize the use of a Hold Harmless Agreement. When used, the agreement must be properly executed and filed with the Office of Central Services and the Office of Risk Management. The Hold Harmless Agreement is used only when specifically authorized for service and/or commodity contracts.

Hold Harmless Agreement

The Contractor understands and acknowledges that the County normally requires all Contractors with the County to secure certain insurance coverage's evidenced by a certificate of insurance.

The Contractor certifies that after diligent effort, the Contractor has been unable to secure insurance coverage of the types and in the amounts that the County requires for this Agreement.

Therefore, the Contractor, for itself, its heirs, representatives, successors and assigns, in consideration of the award to the Contractor by the County, and in consideration of the County's agreement not to require the Contractor to secure the insurance coverage's customarily required of contractors with the County, covenants with the County and the County's successors, representatives and assigns, as follows:

1. The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its officers, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, cost (including court cost and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.
2. The terms of this hold harmless agreement shall continue in full force and effect until such time as the County determines that the covenants describe in paragraph 1, above, shall no longer be necessary.
3. In executing this Exhibit, the Contractor represents and warrants that the Contractor has completely read, fully understood, and voluntarily accepted its terms and has executed it expressly to make the covenants in favor of the County described in Paragraph 1, above. In executing this Exhibit, the Contractor expressly reserves any and all rights that the Contractor may have against any person, firm or corporation other than the County, its successors, representatives and assigns.

Contractor Name: _____

EIN or SSN: _____

Signed by: _____

Name Title: _____

Date: _____