



**INDEMNIFICATION AGREEMENT
BETWEEN A MUNICIPALITY AND THE
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
FOR SPECIAL HAULING PERMITS,
DIVISIBLE LOAD OVERWEIGHT PERMITS,
AND/OR
RESTRICTED VEHICLE PERMITS**

This Agreement is made this _____ day of _____ 20__ , pursuant to the provisions of Part 154, Title 17, Official Compilation of Codes, Rules and Regulations of the State of New York, by and between the People of the State of New York, all municipal subdivisions thereof except the party of the second part, and the Commissioner of the New York State Department of Transportation, the New York State Thruway Authority, the State Bridge Authority and their officials, officers, agents and employees, parties of the first part, acting through and between the Commissioner of Transportation or his designee ("DOT") and _____, party of the second part ("Municipality").

WHEREAS, _____(Name of Municipality) intends to apply for and receive permits pursuant to subpart 154-1 and/or subpart 154-2 of Title 17 of the official compilation of codes, rules and regulations of the State of New York, from the Department of Transportation for the operation of certain of its vehicles; and

WHEREAS, the Commissioner of Transportation has determined that this agreement will protect the interests of the People of the State of New York to the same extent as protective liability insurance coverage;

NOW, THEREFORE, the parties hereto do agree as follows:

1. _____(Name of Municipality), in lieu of obtaining protective liability insurance coverage with respect to such permits, hereby agrees to assume the risk of, and to release, indemnify, protect, defend and save harmless the parties of the first part and/or all employees of the party of the first part from and against any and all claims, demands, actions, settlements, awards and judgements for such loss, injury, death or damage and any cost or expense in connection therewith caused by or arising out of the issuance and/or use of such permits.

2. The party of the second part hereby agrees to indemnify and save harmless the parties of the first part and/or all employees of the parties of the first part from all liability of claims, demands and costs for or arising out of the issuance and/or use of such permits or the acceptance of such permits, whether caused by negligence of the part of the second part or by anyone acting by, through or for the party of the second part or caused by negligence, including omissions and supervisory acts, of the parties of the first part.

3. Any payments required by the foregoing will be guaranteed by the full faith and credit of the party of the second part, or its districts, as applicable, and will be paid out of current budgeted funds, or if insufficient, from its liability and casualty reserve fund or from the proceeds of bonds which current laws permit the party of the second part to issue to pay claims against it.

IN WITNESS WHEREOF, the State has caused this instrument to be signed by the Commissioner of Transportation or his designee and the party of the second part has caused this instrument to be signed by _____, as authorized by Resolution of its _____, a copy which is annexed hereto.

Date

New York State Department of Transportation

Date

Municipality

Address: _____

Telephone No.: _____

Attach Copy of Resolution