

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (hereafter "Agreement") is made on this _____ day of _____, 202____, by and between [INSERT NAME OF ENTITY 1] (hereafter "____") with its principal place of business at [INSERT ADDRESS OF ENTITY 1] and the County of Passaic (hereafter "County"), with its principal place of business at 401 Grand Street, Paterson, New Jersey 07505; and

WHEREAS, [INSERT NAME OF ENTITY 1] and the County has agreed to donate new items, including but not limited to pants, shirts, undergarments, sandals, sheets, pillows, and other unused items from the jail inventory, which are no longer needed for institutional use; and

WHEREAS, these items are being provided to [INSERT NAME OF ENTITY 1], through coordination with the County's Department of Human Services, for distribution to shelters and individuals in need;

WHEREAS, in consideration of the donation of said items, the [INSERT NAME OF ENTITY 1] hereby agrees to accept the donated goods "as is" and assumes all responsibility for their use, distribution, and any consequences arising therefrom; and

NOW, THEREFORE, LET IT BE RESOLVED, that [INSERT NAME OF ENTITY 1] shall hold harmless the County pursuant to the following terms and conditions:

1. **Hold Harmless.** [INSERT NAME OF ENTITY 1] shall fully defend, indemnify and hold harmless the County from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury of any kind including all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death whether brought by an individual or other entity or imposed by a court of law or by an administrative action of any federal, state or local government body or agency arising out of any acts or omissions, negligence or willful misconduct on the part of the County, its officers, employees, agents, contractors, invitees or volunteers. This indemnification applies to and includes without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees and related costs or expenses and any reimbursements to the County for all legal fees, expenses and costs incurred by it.
2. **Authority to Enter Agreement.** Each party warrants that the individuals who have signed this Agreement have the actual legal power, right and authority to make this Agreement to bind their respective Party.
3. **Amendment; Modification.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. **Waiver.** No waiver of any fault shall constitute a waiver of any default or breach whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel or otherwise.
5. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. If it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.
6. **Enforceability, Severability and Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable then such provision shall be deemed to be written, construed and enforced as so limited. The intent of the parties is to provide as broad indemnification as possible under New Jersey State law.
7. **Applicable Law.** This Agreement shall be governed exclusively by the laws of the State of New Jersey, without regard to conflict of law provisions.
8. **Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement shall be exclusively brought and litigated in the federal and/or state courts of the State of New Jersey. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit they may bring in any other jurisdiction or venue.

COUNTY OF PASSAIC

[INSERT NAME OF ENTITY 1]

Nadege D. Allwaters, Esq.
Passaic County Counsel

[Name]
[Title]