

**MONITORING WELL
HOLD HARMLESS AGREEMENT**

For and in consideration of the opportunity of being allowed to install monitoring wells at _____, within the City of Jackson, Michigan, _____, with offices at _____ (hereinafter "*the Company*"), agrees to indemnify, defend, and save the City of Jackson, its agents, officers, servants, employees or representatives (hereinafter "*City*"), harmless from and against any and all costs, expenses, legal or otherwise, losses, claims, demands, suits, actions, payments or judgments, which may occur, arise, or allege to arise from personal injuries, property damage, bodily injury, or otherwise, brought or recovered against the City by reason of any act or omission, without limitation or exception, of the City, the Company, its agents, contractors, servants, employees or representatives in execution or guarding of all work or activities relating to the installation, operation and maintenance of the monitoring wells. By way of illustration only and without limitation, the Company agrees to reimburse the City for any and all costs or expenses whatsoever incurred by the City that are in any way associated, either directly or indirectly, foreseen or unforeseen, with the above described monitoring wells. However, this provision does not indemnify, for the sole negligence of the City, in those situations described in Act 165 of the Public Acts of Michigan (1966), as amended.

During the period the above described monitoring wells are in operation and until the Company properly abandons and closes said monitoring wells, the Company shall maintain general liability insurance in amounts of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance shall list the City as an additional insured, as its interest may appear. The Company shall provide the City with a certificate of insurance evidencing such insurance coverage as provided for herein. Additionally, the Company shall require that its contractors, operators and consultants involved in the monitoring wells installation, operation or maintenance shall list the City as an additional insured on their respective commercial general liability insurance policies. Said insurance coverage shall protect the City from claims for bodily injury, death, property damage, and pollution liability which may arise or occur from the installation, operation or maintenance of said monitoring wells. Said general liability insurance shall be in amounts of at least the limits established above for the Company; provided, however, the pollution liability limits shall be for at least \$1,000,000 per claim. All certificates of insurance shall be provided to the City for approval prior to commencement of monitoring well installation. The City may review the policies from time to time to assure itself of its terms, and that the insurer is financially responsible.

The Company agrees that all activities relating to the monitoring wells shall comply with all ordinances, statutes, laws, regulations, and requirements of all authorities having jurisdiction, which shall include, but not necessarily be limited to, the City of Jackson, the Michigan Department of Environmental Quality, and the United States Environmental Protection Agency. It is understood between the parties that all proposed monitoring well locations must be approved by the City prior to installation. The Company acknowledges and agrees that the City may terminate and retract its permission of allowing the above referenced monitoring wells, for any reason, upon serving notice to the Company via first-class mail, postage prepaid, at the above address. The Company further agrees to be responsible for all costs and expenses associated with the closing and abandoning of all monitoring wells installed pursuant to this Agreement.

In recognition of the above rights and obligations, the Company has signed this agreement as of _____, 20____.

In the presence of:

Print or Type name of Company

By _____

Its _____

STATE OF MICHIGAN)
)SS:
COUNTY OF JACKSON)

IN WITNESS WHEREOF, I have hereunder set my hand and seal this _____ day of _____, 20____.

Notary Public