FRED SHEARER & SONS, INC.
ESTABLISHED 1918

INDEMNITY AGREEMENT

In consideration of Fred Shearer and Sons Inc. (hereinafter called "Indemnitee") permitting the undersigned Company name: _____ (hereinafter called "Indemnitor") to use its equipment / property described as follows:

MEWP's, Ladders, Scaffolding, Forklift's are available to use and have received permission from the FSS supervisor.

Located at:

For:
As needed.

The Indemnitor hereby agrees to indemnify and hold harmless Indemnitee, its agents, servants, successors and assigns (collectively, the "Indemnitees") from and against any and all claims, demands, suits, actions, losses, damages and/or expenses of any kind, including legal expenses and attorney's fees, however caused, resulting from, arising out of or in any way connected with the use of or the condition of said equipment / property, whether or not caused or contributed to by any acts, omissions, negligence and/or alleged negligence on the part of the Indemnitees. The Indemnitor hereby represents and warrants that the individual(s) who will use and/or operate the above listed equipment / property is/are qualified and/or certified to use and/or operate the same. The Indemnitor hereby represents that it has examined and inspected the above-listed equipment/property prior to use and has determined that it is in good working condition and safe to use and/or operate. The Indemnitor further agrees to assume the defense of any and all legal actions brought against Indemnitees on account of such claims, demands, losses, or damages. In the event the Indemnitor does not assume the defense of any such legal action within five (5) days from the date of notice by or on behalf of Indemnitees to assume such defense, Indemnitees may assume the defense of such action and the Indemnitor agrees to indemnify Indemnitees for all costs, expenses, damages, judgments and attorney's fees related to the defense and settlement of such action, and the Indemnitor hereby authorized Indemnitees to enter into any settlement and to execute any release under the circumstances or otherwise in the best interest of Indemnitees.

Executed this _____ day of _____, 20__

_____
Authorized Representative / Title

_____
Company Name