

## Midland Engineering Co., Inc. INDEMNIFICATION AND HOLD HARMLESS

During the course of the construction project referred to below, the undersigned contractor may wish to use equipment owned or supplied by Midland Engineering Company (Midland) for use on the project. To the extent that equipment owned or supplied by Midland is used by the contractor, it's employees, or agents, the contractor agrees as follows:

1. The contractor acknowledges that it is solely responsible for the completion of all work, in accordance with IOSHA, federal, state, and local laws and ordinances.
2. The contractor assumes the risk of using equipment owned or supplied by Midland for use on the project, agrees that it shall operate the equipment in a safe manner in accordance with manufacturer's specifications, and release Midland from any claims related to the condition of the equipment. Use of the equipment by the contractor shall be deemed an acknowledgement that the equipment has been inspected and that the contractor is satisfied that the equipment is suitable for its intended use.
3. The contractor agrees to indemnify and hold harmless Midland (and its insurance, agents, and employees) from and against all claims, whether for personal injury, death, or property damage, arising from or otherwise relating to the contractor's use of equipment owned or supplied by Midland. The foregoing indemnity includes but is not limited to liability imposed by law for negligence, environmental accidents, or product liability, regardless of whether the injuries or damage are caused by the negligence of the contractor, it's employees, or agents.
4. Contractor agrees to take full responsibility for any and all damages to Midland's equipment. All repairs required are to be accomplished to Midland's satisfaction by a repair facility of Midland's choosing.

Name of Project: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_