



## Wayne County Sheriff's Office

200 East Main Street  
Richmond, IN 47374  
Ph: (765) 973-9393  
Fax: 765-973-9460



### AGREEMENT TO DEFEND, INDEMNIFY, AND HOLD HARMLESS

This agreement is reached between \_\_\_\_\_ (hereinafter EMPLOYER) and the Sheriff of Wayne County (hereinafter SHERIFF and COUNTY, respectively), for good and lawful consideration including but not limited to SHERIFF'S leave or appointment of Wayne County Sheriff's Deputy (hereinafter EMPLOYEE) to be employed by EMPLOYER to perform protective and other services.

EMPLOYER acknowledges that it has employed EMPLOYEE, an officer, member, deputy or special deputy of the SHERIFF, to perform protective and other services. EMPLOYER agrees to defend (with counsel satisfactory to SHERIFF), indemnify, hold harmless and protect SHERIFF, the COUNTY, and their officers, employees, deputies, members and agents, from any losses, damages or expense, including costs and attorney's fees, resulting from or related to lawsuits, complaints or claims against them as the result of EMPLOYEE'S employment by EMPLOYER, including claims based on the negligent or wrongful acts or omissions of SHERIFF or COUNTY.

This agreement shall be interpreted under Indiana Law. If any portion of this agreement be held unenforceable, that portion is deemed severable and the remainder shall be enforceable to the maximum extent of the law. This agreement shall remain in full force and effect and is binding on EMPLOYER'S successors and principals, and continues if SHERIFF is succeeded in office, unless cancelled by written notice. SHERIFF may withdraw leave for EMPLOYEE'S employment at any time.

#### **FOR EMPLOYER:**

_____ Signature	_____ Title	_____ Date of Signature
_____ Printed Name	_____ Company Affiliation	_____ Date(s) of Event
_____ Name of Event	_____ Description of Event	

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#### **FOR SHERIFF:**

_____ Signature	_____ Date
_____ Printed Name	