

CITY OF MELBOURNE

DEED OF INDEMNITY

This Indemnity is given theday of 20.....
by("the Indemnifier") to the
COUNCIL OF THE CITY OF MELBOURNE ("the Council").

WHEREAS the Council has granted the Indemnifier a permit No.....
to (details of the works)
.....("the Works").

NOW THIS INDENTURE WITNESSES that, in consideration for the granting of the permit by
the Council –

1. The Indemnifier **HEREBY INDEMNIFIES** and will **KEEP INDEMNIFIED** the
Melbourne City Council, its staff or agents, against and for all damage to or loss of
any equipment or property owned by or under the control of the Council in or
adjacent to the area within which the Works are situated and against any claim
arising out of any injuries or damage suffered by any person, including the
Indemnifier and any employees, agent or customer of the Indemnifier, which arises
from the Works, unless the damage to or loss of equipment or property, or injuries or
damage suffered by any person is caused by the negligence of the Council.
2. The Indemnifier agrees to pay the Council's reasonable legal costs and
disbursements of and incidental to this Deed.

EXECUTED as a Deed

SIGNED SEALED AND DELIVERED.....)

By the said.....)
.....)

In the presence of:

Or

Company Sealing Clause