

INDEMNITY

TO: FREMANTLE PORT AUTHORITY
1 CLIFF STREET
FREMANTLE WA 6160

IN CONSIDERATION of the **Fremantle Port Authority** (hereinafter called “the FPA”)

having agreed at the request of the Indemnifier to permit the _____

to be held at _____

situated within the FPA’s premises.

We, _____

(hereinafter called “*the Indemnifier*”) **DO HEREBY AGREE AND UNDERTAKE TO INDEMNIFY AND KEEP INDEMNIFIED** the FPA except to the extent caused or contributed to by the FPA or any of its Associates.

We will indemnify the FPA and its Associates and keep the FPA and its Associates indemnified from and against all actions, claims, notices, demands, losses, damages, costs and expenses of whatever nature (including the legal cost of defending or settling any action, claim or demand on a solicitor/client basis) that the FPA may suffer or incur as a result of anything arising out of any negligent act or omission on our part or of any of our Associates whether directly or indirectly caused by arising out of or in connection with the entry presence or activities whatsoever with or without equipment upon or the use of those parts of the premises of the FPA, which includes the Outer Harbour and all areas within the Port Boundary by members of the public and/or other persons in pursuit of and for the purpose of the event or otherwise whatsoever.

The Indemnifier also agrees that before commencement of the _____
_____ to

be held on _____ 2 _____

the FPA will be provided with a certificate of currency or a copy of the Insurance Policy verifying that the Indemnifier holds for the period of the indemnity a satisfactory Public Liability Insurance cover for a minimum amount of \$ _____

Dated this day of 2.....

Signed For and on Behalf of the Indemnifier:

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Witness (Signature)

Position Held

Witness Name:

Witness Address: