

- (6) To the fullest extent provided by law, the Village agrees to indemnify, hold harmless and defend the Town and School, its agents, officers and employees against loss, expense or damages as a result of the gross negligence and/or negligence of the Village and its police officers in carrying out the provisions of the police services during the term of this agreement. The Village agrees to maintain comprehensive general liability and police professional liability insurance with regard to the activities covered by this agreement of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The Town and School shall be listed as additional insureds on the Village's policy(ies) of insurance, and shall be notified of any cancellation or expiration at least twenty (20) days prior to the effective date of such cancellation or expiration.
- (7) To the fullest extent provided by law, the Town agrees to indemnify, hold harmless and defend the Village and School, its agents, officers and employees against loss, expense or damages as a result of the gross negligence and/or negligence of the Town during the term of this agreement. The Town agrees to maintain comprehensive general liability and police professional liability insurance with regard to the activities covered by this agreement of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The Village and School shall be listed as additional insureds on the Town's policy(ies) of insurance, and shall be notified of any cancellation or expiration at least twenty (20) days prior to the effective date of such cancellation or expiration.
- (8) To the fullest extent provided by law, the School agree to indemnify, hold harmless and defend the Village and Town, its agents, officers and employees against loss, expense or damages as a result of the gross negligence and/or negligence of the School during the term of this agreement. The School agrees to maintain comprehensive general liability and police professional liability insurance with regard to the activities covered by this agreement of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The Village and Town shall be listed as additional insureds on the School's policy(ies) of insurance, and shall be notified of any cancellation or expiration at least twenty (20) days prior to the effective date of such cancellation or expiration.
- (9) This agreement constitutes the entire agreement of the parties. No modification, amendment, supplement of any provision, or cancellation thereof shall be valid unless in writing and signed by the parties.
- (10) The doctrine of severability shall apply to this agreement. In the event that any provision of this agreement is or becomes invalid under any provision of Federal, State or Local Law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
- (11) The parties shall have the right to terminate and cancel this agreement upon 30 days prior written notification to cancel the agreement. Notwithstanding any other

provision of this agreement to the contrary, if, at the time of such early termination, as set forth herein, the School has not fully paid for the services in this agreement to the Village for the past services rendered, the School shall pay such amounts due the Village.

(12) No waiver of any breach of any condition of this agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way effect any other provision, term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

(10) This contract shall not be assigned by any party hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

VILLAGE OF PORTVILLE

By _____
Mayor

TOWN OF PORTVILLE

By _____
Supervisor

PORTVILLE CENTRAL SCHOOL DISTRICT

By Mary A. Yates
President Board of Education