

AGREEMENT FOR THE DEPLOYMENT OF STATE RESOURCES

The property owner (the “Owner”) identified below and the People of the State of New York, acting by and through the Division of Homeland Security and Emergency Services (“DHSES”), agree as follows:

1. The Owner hereby grants permission to DHSES to erect, deploy, install, and/or remove State resources on the Owner’s property located at _____ for the period beginning _____ until September 1, 2019.
2. DHSES shall take all due care in deploying the State resources to avoid any damage to the Owner’s property.
3. The State of New York does not purchase general liability insurance but is instead self-retained for its general liability exposures. With respect to such self-retention, the State represents that it has the full resources of its taxing power to respond to any claims for liabilities that may arise out of this Agreement. Provisions concerning the State’s responsibility for any claims for liability as may arise out of this Agreement are set forth in the New York State Court of Claims Act, and any damages arising from such liability shall be paid from the New York State Court of Claims Fund, which is supported by a multi-million-dollar annual appropriation by the Legislature of the State of New York.
4. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, the State shall hold the Owner harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State or its officers or employees when acting within the course and scope of their employment.

Owner

DHSES

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____