

HOLD HARMLESS AGREEMENT

This HOLD HARMLESS AGREEMENT (the Agreement) is made as of _____ by and between Town of Dubach (the Indemnitee), located at 7833 Annie Lee Street, Dubach, La 71235, and _____ (the Indemnifier) located at _____. The Indemnitee and the Indemnifier may be referred to individually as the "Party", or collectively, the Parties.

RECITALS

Whereas, the Indemnifier desires to hold harmless and indemnify the Indemnitee from all liabilities, losses, claims, judgements, suits, fines, penalties, demands, or expenses that may result from the indemnitee's participation in the activities defined in section 1.07; and

Whereas, Indemnitee desires indemnity against all liabilities, losses, claims, judgements, suits, fines, penalties, demands or expenses that may result from the Indemnitee's participation in the activities defined in section 1.07.

Now, therefore, in consideration of the premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1: Definitions and Interpretations

- 1.01 Words in singular shall include the plural and vice versa.
- 1.02 A reference to one gender shall include a reference to the other genders.
- 1.03 A reference to writing or written includes email.
- 1.04 Any obligation in the Agreement on a Party not to do something includes an obligation not to agree or allow that thing as illustrative and shall not limit the sense of the words preceding those terms.
- 1.05 Any phrase introduced by the terms "including", Include, In particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.06 References to sections or clauses are to the sections or clauses of this Agreement.
- 1.07 Activity shall mean: Any work either voluntarily or un-voluntarily performed on any property owned by the Town of Dubach at any given time or place.

Section 2: Indemnification

2.01 Indemnification. To the fullest extent permitted by applicable law, the Indemnifier will hold harmless and indemnify the Indemnitee against any and all claims and actions arising out of Indemnitee's participation in the Activity, including, without limitation, expenses, judgements, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Indemnitee's participation in the Activity, subject to the limits on indemnification described in section 2.02.

2.02 Exceptions. Indemnifier shall not hold harmless and indemnify Indemnitee under the following circumstances:

- 1) Against a claim caused by the negligence or fault of the Indemnitee, its agents or employee, or any third party under the control or supervision of the Indemnitee, other than the Indemnifier or its agents, employees or contractors.
- 2) In a civil action, where the Indemnitee did not act in good faith and in a reasonable manner; and
- 3) Where the actions or conduct of the Indemnitee constituted willful misconduct or the Indemnitee was knowingly fraudulent or deliberately dishonest.

2.03 Settlement and Consent. The Indemnitee will not settle any claim or action without first obtaining the written consent of the Indemnifier. The Indemnifier will not be liable for any amounts paid in settlement of any claim or action where written consent was not obtained.

2.04 Cooperation. Both parties agree to cooperate in good faith and provide any and all information necessary for the defense of any claim or action.

Entire Agreement. This Agreement constitutes the entire Agreement between the parties, replacing all other written and/or previous agreements.

The undersigned have read, understand and accept this Agreement, and by signing this Agreement, all Parties agree to all of the aforementioned terms, conditions and policies.

Mona Wilson, Mayor Town of Dubach

Date

"Indemnifier"

Date