



HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Mount Vernon, a noncharter, optional code Washington municipal corporation, hereinafter the “City,” and _____ .

RECITALS:

WHEREAS, _____ seeks a permit from the City of Mount Vernon to use the City’s right-of-way for their personal use.

WHEREAS, in exchange for valuable consideration, _____ desires to hold harmless the City of Mount Vernon from any claims and/or litigation arising out of their performance of the placement and/or operation within the City’s right-of-way.

NOW THEREFORE, inconsideration of the mutual covenants and conditions contained herein, _____ and the City of Mount Vernon hereby agree as follows:

1. **HOLD HARMLESS.** _____ shall fully defend, indemnify, and hold harmless the City of Mount Vernon, its agents, employees and officials while acting within the scope of their duties, from any and all claims, lawsuits demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), except for injuries and damages caused by the sole negligence of the City, whether brought by an individual or other entity, or imposed by a court of law or by an administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omission, negligence, or willful misconduct on the part of _____ its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes without limitation the payment of all penalties, fines, judgements, awards, decrees, attorneys’ fees, and related costs or expenses, and any reimbursement to the City of Mount Vernon for all legal fees, expenses, and costs incurred by it.

2. **AUTHORITY TO ENTER AGREEMENT.** _____ warrants that the individuals who signs this Agreement has the actual legal power, right, and authority to make this Agreement and bind themselves to the conditions herein.
3. **AMENDMENTS OR MODIFICATION.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
4. **WAIVER.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
5. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.
6. **NOTICES.** Notices, demands, correspondence to the City shall be sufficiently given if dispatched by pre-paid first-class mail . Notice to the City shall be to the attention of both the City's Development Services Director and the City Attorney.
7. **APPLICABLE LAW AND ATTORNEYS' FEES.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Skagit County Superior Court or the U.S. District Court for Western Washington.

IN WITNESS WHEREOF, the parties hereto have caused this Hold Harmless Agreement to be executed as of the dates set forth below:

SIGNED AND APPROVED this ____ day of _____, 20____

PERMITTEE:

Signature

Written Name:_____

CITY OF MOUNT VERNON:

By _____
Development Services Department

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____, to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____ 20____.

(SEAL)

Notary Public
Residing at _____
My appointment expires _____