



## Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Strasburg, a Virginia municipal corporation, (hereinafter, "STRASBURG"), of 174 East King Street, Strasburg, Virginia 22657 and \_\_\_\_\_ (hereinafter, "OWNER"), of \_\_\_\_\_, Strasburg, Virginia 22657. Strasburg and \_\_\_\_\_ are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, PROPERTY OWNER desires to hold harmless STRASBURG from any claims and/or litigation arising out of OWNER's actions in connection with improvements as identified within the Zoning Approval of the location, and owner as this document, that may be constructed in a recorded easement.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, STRASBURG and OWNER hereby agree as follows:

### TERMS

- Hold Harmless:** OWNER shall fully defend, indemnify and hold harmless STRASBURG from any claims, lawsuits, demands, causes of action liability, loss and/or damage (including all claims for monetary loss, property damage and/or equitable relief), in relation to the deconstruction of improvements within a recorded easement (for the purposes of inspection, maintenance and/or repair, whether be utility easement or access easement to gain access to the desired location), whether brought by an individual or other entity, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the property of the OWNER, its of 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 reimbursements to STRASBURG.
- Authority to Enter Agreement:** Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right and authority to make this Agreement and bind each respective Party.
- Amendment; Modification:** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 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 performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.



5. **Attorneys' Fees and Costs:** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.
6. **Entire Agreement:** This Agreement contains the entire agreement between the Parties related to the matter specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.
7. **Enforceability, Severability, and Reformation:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Virginia law. In the event that any aspect of this Agreement is deemed to be unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Virginia law.
8. **Applicable Law:** This Agreement shall be governed exclusively by the laws of Virginia, without regard to conflict of law provisions.
9. **Exclusive Venue and Jurisdiction:** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the US Federal District Court for Western Virginia in Harrisonburg, Virginia or the Circuit Court of Shenandoah County, Virginia. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.
10. **Signatures:** This Agreement shall be signed on behalf of Strasburg by the Mayor, Town Manager, Town of Strasburg, Planning and Zoning Administrator or designee, and by \_\_\_\_\_, Owner, and effective as of this date first written above.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Town of Strasburg

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By: \_\_\_\_\_ Date: \_\_\_\_\_  
Property Owner