

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**HOLD HARMLESS, DEFENSE, AND INDEMNITY
AGREEMENT**

WHEREAS _____ (the “Permittee”) applied for a permit to demolish a structure located at Lot ____, Block _____, in the City of Dallas (the “City”) , _____ County, Texas, more commonly known as _____ (the “Structure”); and
(street address)

WHEREAS § 4010.2 of the Dallas Building Code requires a Permittee to execute a written agreement to indemnify the City and its officers and employees against all claims of injury or damage to persons or property arising out of demolition activities by the Permittee that affect public property;

NOW THEREFORE KNOW ALL PERSONS BY THESE PRESENTS:

For and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, including, but not limited to, the City permitting the Permittee to demolish the Structure, the adequacy, receipt, and sufficiency of which are hereby acknowledged, the City and the Permittee hereby enter into this Hold Harmless, Defense, and Indemnity Agreement (the “Agreement”), as follows:

1. Hold Harmless, Indemnity, and Defense. THE PERMITTEE, ON ITS OWN BEHALF AND ON BEHALF OF ITS AGENTS, SERVANTS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES, OFFICERS, DIRECTORS, PARTNERS, PARENT AND SUBSIDIARY CORPORATIONS, PRINCIPALS, SUCCESSORS, AND ASSIGNS, HERINAFTER COLLECTIVELY REFERRED TO AS THE “PERMITTEE,” AGREES TO HOLD HARMLESS THE CITY AND ITS ATTORNEYS, EMPLOYEES, ELECTED AND APPOINTED OFFICIALS, AND OFFICERS, JOINTLY AND SEVERALLY, EACH AND ALL OF THEM, WHETHER NAMED HEREIN OR NOT, AND TO DEFEND AND INDEMNIFY THEM OR ANY OF THEM AGAINST ALL PAST, PRESENT, AND FUTURE CLAIMS, WHETHER BASED ON A TORT, CONTRACT, STATUTE, ORDINANCE, OR ANY OTHER THEORY OF RECOVERY TO THE EXTENT THAT ANY ARE RELATED TO OR ARISE OUT OF DEMOLITION ACTIVITIES THAT AFFECT PUBLIC PROPERTY. THIS HOLD HARMLESS, INDEMNITY, AND DEFENSE IS APPLICABLE TO ANY CLAIM FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF THE INDEMNITOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER; TO ANY CLAIM OF PROPERTY DAMAGE OR OTHER INJURY OR DAMAGE TO THE INDEMNITOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER; ANY CLAIM OF BODILY INJURY, DEATH, PROPERTY DAMAGE, OR OTHER INJURY OR DAMAGE BY A NEARBY PROPERTY OWNER OR RESIDENT; ANY CLAIM OF BODILY INJURY, DEATH, PROPERTY DAMAGE, OR OTHER INJURY OR DAMAGE BY ANY OTHER PERSON. THIS HOLD HARMLESS, INDEMNITY, AND DEFENSE IS APPLICABLE TO ANY CLAIM BASED IN ANYWAY ON THE ACTION OR INACTION OF THE INDEMNITOR, AN EMPLOYEE OF THE

INDEMNITOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER. THIS HOLD HARMLESS, INDEMNITY, AND DEFENSE IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED, OR PROVEN THAT ALL OR SOME OF THE CLAIMS OR DAMAGES BEING SOUGHT WERE SOLELY AND COMPLETELY CAUSED, OR CAUSED IN PART, WHETHER BY NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL TORTS, OR BREACH OF CONTRACT, BY THE CITY, OR ITS ATTORNEYS, EMPLOYEES, OFFICERS, AND INDEPENDENT CONTRACTORS, JOINTLY AND SEVERALLY, EACH AND ALL OF THEM, WHETHER NAMED HEREIN OR NOT, DURING ANY EVENTS OR DEALINGS BETWEEN THE PARTIES INCLUDING, BUT NOT LIMITED TO, ALL DEMANDS, SUITS, CLAIMS, LIENS, AND CAUSES OF ACTION FOR PERSONAL INJURY OR PROPERTY DAMAGE.

2. Governing Law. This Agreement is governed by the laws of the State of Texas; and exclusive venue for any action is in a District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

3. Binding Effect. This Agreement is binding upon and inures to the benefit of the executing parties and their respective heirs, personal representatives, successors, and assigns.

4. Entire Agreement. This Agreement embodies the entire agreement between the City and the Permittee and supersedes all prior agreements and understandings, if any, relating to the matters addressed herein and may be amended or supplemented only by a written instrument executed by both the City and the Permittee and approved as to form by the city attorney.

5. Severability. The invalidation of any provision in this document by any court in no way affects any other provision, which will remain in full force and effect, and to this end the provisions are declared to be severable.

6. Miscellaneous. The City and the Permittee agree and acknowledge that nothing in this Agreement should be construed as creating a joint venture, partnership, or joint enterprise and that neither is the agent of the other. The City does not waive its governmental immunity available under Texas law. The provisions of this Agreement are solely for the benefit of the City and the Permittee and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The Permittee represents and acknowledges that the representations made herein are true and correct.

EXECUTED this _____ day of _____, 20____.

By:_____

Printed Name:_____

Title:_____

APPROVED:

.....

Building Official
(or authorized representative)

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This instrument was acknowledged before me on the ____ day of _____, 20____,
by _____, _____ of _____, a
_____.

Notary Public, State of Texas