



H O L D H A R M L E S S A G R E E M E N T

THIS HOLD HARMLESS AGREEMENT is made and entered into this

_____ Day of _____, _____

by and between _____, hereinafter referred to as "GRANTOR", and James S. Lunsford / J.S. Lunsford Construction LLC, party of the Second Part, hereinafter referred to as "GRANTEE".

WITNESSETH:

Grantor covenants and agrees for his, her or their heirs, successors and assigns, to release, and does hereby release, the Grantee, its successors and assigns, of and from any and all claims, liability, obligation and responsibilities for any injury, death, loss, damage or destruction of any kind of character whatsoever, to the Grantor, its agents, employees, affiliates, property and improvements by reason of or resulting from the construction, renovation, maintenance, or repair of the property (address) _____.

Grantor also agrees to reimburse the Grantee and/or property owner for any damage done to its property, including the installed underground facilities, by Grantor or any of their affiliates arising from the construction, maintenance, or use of the property. Permission is hereby granted to the Grantee, its authorized agents and/or its contractors to enter in and upon said property and made a part hereof, for the purpose of constructing, reconstructing, maintaining, repairing or servicing the facilities on the property and to accomplish all necessary incidents thereto. This permission is granted with the understanding that Grantor agrees to hold harmless and indemnify the Grantee from any loss or liability, financial or otherwise resulting from any and all activities caused by the performance of work under this agreement.

IN WITNESS WHEREOF, the Grantor hereto has executed this Hold Harmless Agreement the day and year first above written.

Authorized Signature

Title