

HOLD HARMLESS AGREEMENT

In consideration of allowing the City of Columbia, Missouri ("City") and its Fire Department to use the real property of _____ (hereinafter "Property Owner") for training exercises in conjunction with the City of Columbia, Missouri Fire Department (hereinafter "CFD") the undersigned agree to the extent permitted by law to be responsible for and hold harmless the Property Owner from and against all claims of whatsoever nature or kind, arising from the City's use of Property Owner's real property for training exercises at the following location: _____

Nothing in this Agreement shall constitute a waiver of the defense of sovereign immunity. City acknowledges that this Agreement shall remain in full force and effect so long as Property Owner consents to the City utilizing the real property of Property Owner referenced above for training exercises, which such consent may be revoked at any time, with or without prior notice; provided, however, in no event shall the consent herein given extend beyond one (1) year from the date of the last signatory below.

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

This Agreement represents the entire and integrated agreement between the parties relative to the activities provided herein. By signing below, each individual, in their official capacity, is representing that they are duly authorized to agree to the terms of this Agreement and execute same so as to establish a legally binding agreement.

IN WITNESS WHEREOF, Property Owner and City have executed this Agreement as of the _____ day of _____, 2022.

Property Owner(s)

Print Name(s): _____

Date: _____

City of Columbia, Missouri

By: _____

De'Carlton Seewood, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor