


INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Now on this ___ day of _____, 2020, City Water and Light Plant of the City of Jonesboro, Arkansas (hereinafter, "CWL") and the City of Jonesboro (hereafter, "City"), hereby enter into this Indemnification and Hold Harmless Agreement (hereinafter, "Agreement") with respect to CWL's installation and maintenance of a CWL Drop Box located in the City right-of-way in the 400 block area of East Monroe Avenue.

The CWL Drop Box shall be installed and maintained by CWL until such time as CWL deems its utilization no longer necessary, or until the City provides at least thirty (30) day written notice to CWL that the drop box must be removed from the City right-of-way.

At all times relevant, CWL shall be solely responsible for the expense of installation, maintenance and removal of the subject drop box. In addition, CWL shall be solely responsible for restoring the City right-of-way to its pre-installation condition upon removal of the drop box. The City shall not be responsible for the design, installation, maintenance or damage to the CWL Drop Box, or for any damages that may result to the City right-of-way which may arise from the CWL Drop Box.

In consideration of the above promises and conditions, CWL hereby agrees to indemnify and hold harmless, the City from any and all claims or causes of action to person or property, which may arise from CWL's design, installation, maintenance and/or removal of the CWL Drop Box.



Jake Rice
Manager of CWL

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Sworn to and subscribed before me on this ___ day of _____, 2020.

Notary Public

Harold Perrin
Mayor

Attested by:

Donna Jackson
City Clerk