

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

### INDEMNIFICATION AGREEMENT

Now comes Circa 1859, Inc., d/b/a the Downtown Jonesboro Alliance (“DJA”), who agrees to indemnify the City of Jonesboro (the “City”) from and against any and all claims against the City from any damages resulting from the String lights being placed in the City right of way on Main Street from Cate/Burke to Washington.

The String lights installed herein shall be maintained by the DJA and any subsequent business owners until such time that the improvements are no longer needed and have been permanently removed to the City’s satisfaction.

The City may remove the improvements at any time if said improvements are not being adequately maintained, or at any other time it is determined to be necessary, and the DJA and/or any subsequent owner shall receive no compensation for such removal. However, the City shall promptly return the property to the DJA in the condition it was in immediately prior to its removal.

The City of Jonesboro shall not be responsible for the improvements or any damages to the improvements caused by itself or any third party.

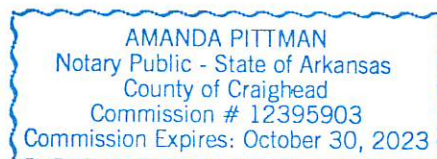
This Indemnification Agreement shall not waive, limit, or otherwise affect any defenses or immunity that the City and/or the DJA may have against any claims covered by this Agreement, including, but not limited to, any defense of governmental or charitable immunity. Furthermore, this Agreement shall not constitute an admission of liability on the part of the City or the DJA. The DJA shall have the right to participate in the defense of any claim or suit, and the City shall cooperate with the DJA in such defense.

Sarah Doss  
Sarah Doss  
Executive Director  
CIRCA 1859, INC.,  
d/b/a Downtown Jonesboro Alliance

Sworn to and subscribed before me on this 13<sup>th</sup> day of March, 2023.

Amanda Pittman  
Notary Public

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Harold Copenhaver  
Mayor



Attested by:

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April Leggett  
City Clerk