

Appendix Number 2

INDEMNITY PROVISION AGREEMENT

Whereas [Company Name] desires to enter into a contract with Tremonton City in consideration for the City's willingness to contract with [Company Name], the compensation set forth below and other good and valuable consideration, I [Company Representative's Name] , as the duly authorized agent of [Company Name] herewith agree to indemnify and hold the Tremonton City, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of Tremonton City or its officers, officials, agents, or employees, or any person or persons.

I further agree and bind [Company Name] to conduct and be financially responsible for any and all environmental testing and cleanup measures required by any state or federal law or regulatory agency in connection with the use of said property.

I acknowledge that I have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Hold Harmless / Release of Liability Agreement.

I understand and agree that, by signing this Hold Harmless / Release of Liability Agreement, I relinquish all rights or claims to adjudication or recourse which I may be entitled to in relation to any damages or injury that may arise out of the above described activities.

I warrant that I enter into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

I warrant that I have entered into the releases and waivers contained in this Agreement voluntarily and that I make them without any duress or undue influence of any nature by any person.

I agree to assume all risk, chance or hazard that any loss sustained by me may be greater or more extensive than is known, anticipated or expected.

Company Representative's Name

Date

Notes