

**PROMISE AND AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY
THE TOWN OF LAMOINE, MAINE
FOR USE OF TOWN-OWNED PROPERTY**

Completion and execution of this form is required in conjunction with use of a facility of the Town of Lamoine for a private event or function, regardless of whether alcohol will be served.

THIS IS AN IMPORTANT LEGAL DOCUMENT, IN WHICH THE SIGNER MAKES SIGNIFICANT AND POTENTIALLY COSTLY FINANCIAL COMMITMENTS TO THE TOWN OF LAMOINE. NO ONE SHOULD SIGN THIS DOCUMENT WITHOUT FIRST CONSIDERING HAVING LEGAL COUNSEL OF HER OR HIS CHOICE REVIEW IT.

This Agreement to Defend, Hold Harmless, and Indemnify the Town of Lamoine, Maine is made by the undersigned _____ (“Promisor”), of _____, Town of _____, County of _____ and State of Maine, in favor of the Town of Lamoine, a municipal corporation located in Hancock County and State of Maine (“the Town”), its successor and assigns.

In consideration for the Town’s permitting Promisor to host a private function or event, specifically a _____, on Town-owned property, specifically on/at _____, on _____, 20____, which I acknowledge to be good and valuable consideration for the undertakings I make here, I, the undersigned Promisor, do hereby promise and covenant that I will defend and hold harmless the Town, its officers and officials, employees, agents, and representatives, and its and their successors and assigns, from and against any and all actions, causes of action, suits, claims, and judgments, losses, and recoveries, for damages or expenses, including but not limited to attorney’s fees, reasonable investigative and discovery costs, and court costs, as well as for injunctive or non-monetary relief, and that I will indemnify the Town, its officers and officials, agents, employees, and representatives and its and their successors for all sums that it or they may pay or become obligated to pay, to anyone or any entity on account of or arising in any way whatsoever from the use of the property described above on the date(s) stated above; and I further say that I understand and intend that this commitment can and will be enforced against me to the maximum extent allowed by law, and without regard to whether a claim (or cause of action, etc., as described above) arises out of contract or negligence, including but not limited to claims for property damage or death, and without regard to whether any such claim arises from or is alleged to arise in part or in whole from the negligence of the Town or its officers, officials, employees, agents, or representatives.

If I sign below in a representative capacity, then I represent and personally warrant that I am duly authorized to sign in that representative capacity, and I acknowledge, understand, and agree that by signing I bind the entity for which I sign, and its successors and assigns, to every undertaking in this document.

THIS IS PAGE ONE OF A TWO-PAGE DOCUMENT.

THIS IS PAGE TWO OF A TWO-PAGE DOCUMENT.

In witness whereof, I acknowledge that I have read and executed this Agreement to Defend, Hold Harmless and Indemnify the Town, at the place and on the day appearing below, that I fully understand its terms and understand that I am making a substantial, binding legal commitment, constituting a potentially financially expensive commitment, by signing it, and that I intend my signature to evidence this my undertaking of **my commitment and intention to defend and to hold harmless, and to indemnify as described above, and in all instances and in any event, to the greatest and fullest extent allowed by law, and I intend my commitment to be enforceable against me, the Promisor, to that same extent.**

Witness: _____

Promisor

(Print name of witness)

Print name of Promisor)

Date: _____, 200__.

Capacity of signer, if other than as
individual: _____

Done at Lamoine, Hancock County, Maine.