

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (the "Agreement") made as of this _____ day of _____, _____ (the "Execution Date"),

BETWEEN:

Mid-Columbia Fire and Rescue of 1400 W. 8th Street The Dalles, OR 97058 (the "Indemnitee")

and

_____ (the "Indemnifier")

BACKGROUND:

1. The Indemnitee desires protection against any liability, claim, suit, action, loss, or damage that may result from the Indemnitee's participation in the Service, as defined below.
2. The Indemnifier wishes to minimize any hardship the Indemnitee might suffer as the result of any liability, claim, suit, action, loss, damage, or Expense that may result from the Indemnitee's participation in the Service.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and as a condition of Indemnitee participating in the Service, the Indemnifier and the Indemnitee agree as follows:

1. Definitions

The following definitions apply in the Agreement:

- a. "Service" means the following:
Hazard Mitigation & Fuel Reduction Work.
- b. "Expenses" means all costs incurred in the defense of any claim or action brought against the Indemnitee including lawyers' fees.
- c. "Notice of Claim" means a notice that has been provided by the Indemnitee to the Indemnifier describing a claim or action that has or is being brought against the Indemnitee by a Third Party.
- d. "Parties" means both the Indemnitee and the Indemnifier.
- e. "Party" means either the Indemnitee or the Indemnifier.
- f. "Third Party" means any person other than the Indemnifier and the Indemnitee.

2. Indemnification

The Indemnifier will hold harmless and indemnify the Indemnitee against any and all liabilities, claims, suits, actions, losses, damages, or Expenses arising out of the participation of the Indemnitee in the Service, including, without limitation, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any liabilities, claims, suits, actions, losses, damages, or Expenses resulting from the Indemnitee's participation in the Service, subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

3. Exceptions to Indemnification

The Indemnitee will not be entitled to indemnification from the Indemnifier where:

- a. the Indemnitee did not act in good faith; or
- b. the actions or conduct of the Indemnitee constituted willful misconduct or was knowingly fraudulent or deliberately dishonest.

4. Notice of Claim

In the event of any claim or action, the Indemnitee will promptly provide the Indemnifier with written notice of the claim or action and will notify the Indemnifier within five business days of the commencement of any legal proceedings relating to the claim or action. The Indemnitee will provide the Indemnifier with all available information known to the Indemnitee relating to the claim or action.

5. Settlement and Consent of Indemnifier

The Indemnitee will not settle any claim or action without first obtaining the written consent of the Indemnifier. The Indemnifier will not unreasonably withhold consent to any settlement.

6. Settlement and Consent of Indemnitee

The Indemnifier will not settle any claim or action without first obtaining the written consent of the Indemnitee. The Indemnitee will not unreasonably withhold consent to any settlement.

7. Cooperation

- a. The Indemnifier agrees to cooperate in good faith and use best efforts to ensure that the Indemnitee is indemnified and reimbursed for any and all Expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the defense of any claim or action resulting from the participation of the Indemnitee in the Service.

- b. The Indemnitee agrees to cooperate in good faith and provide any and all information within the Indemnitee's power as required for the defense of any claim or action.
- c. All costs, including lawyers' fees, incurred by the Indemnitee to enforce this Agreement, and all costs, including lawyers' fees, of defending any Third Party claims or actions brought against the Indemnitee under this Agreement will be the sole responsibility of the Indemnifier subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

8. Advances of Expenses

- a. At the written request of the Indemnitee, the Indemnifier will advance to the Indemnitee any Expenses incurred by the Indemnitee in defending any action brought against the Indemnitee.
- b. The Indemnitee agrees to repay to the Indemnifier any advance payments of Expenses where a determination is ultimately made that the Indemnitee is not entitled to indemnification for reasons described under the Indemnification and the Exceptions to Indemnification sections.

9. Payment

All payments made by the Indemnifier to the Indemnitee will be made in full in immediately available funds within one hundred twenty days (120) of request from the Indemnitee and without deduction for any counterclaim, defense, recoupment, or set-off.

10. Enforcement

If any right or remedy claimed by the Indemnitee under this Agreement is denied or is not paid by the Indemnifier, or on its behalf, within one hundred twenty days (120) of request, the Indemnitee may then bring suit against the Indemnifier and the Indemnitee will be entitled to be paid any and all costs related to resolving that claim, including lawyers' fees.

11. Duration

The rights and obligations of the Indemnitee and the Indemnifier under this Agreement will continue:

- a. So long as the Indemnitee is or will be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, arbitrational, administrative or investigative that results from the participation of the Indemnitee in the Service; or

- b. Until terminated by an agreement in writing signed by both the Indemnifier and the Indemnitee.

12. Unlimited Indemnification

Under this Agreement, indemnification will be unlimited as to amount.

13. Full Release

Only payment and satisfaction in full of all amounts and charges payable under this Agreement and the due performance and observance of all terms, covenants and conditions of this Agreement will release the parties of their obligations under this Agreement.

14. Further Action

No action or proceeding brought or instituted under this Agreement and no recovery from that action or proceeding will be a bar or defense to any further action or proceeding which may be brought under this Agreement.

15. Amendments

This Agreement may only be amended, terminated or cancelled by an instrument in writing, signed by both the Indemnifier and the Indemnitee.

16. Assignment of Indemnifier Rights and Obligations

The rights and obligations of the Indemnifier as existing under this Agreement may not be assigned, in whole or in part, without the prior written consent of the Indemnitee.

17. Assignment of Indemnitee Rights and Obligations

The rights and obligations of the Indemnitee as existing under this Agreement may not be assigned, either in whole or in part, without the prior written consent of the Indemnifier.

18. Notices

Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the Parties to this Agreement at the addresses contained in this Agreement or as the Parties may later designate in writing.

19. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Oregon.

20. Jurisdiction

- a. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- b. Any party bringing legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Wasco County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- c. Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon.

21. General Provisions

- a. This Agreement contains all terms and conditions agreed to by the Indemnifier and the Indemnitee. Statements or representations which may have been made by either Party in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
- b. Any failure of either Party to enforce any of the terms, covenants and conditions in this Agreement does not infer or permit a further waiver of that or any other right or benefit under this Agreement. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
- c. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
- d. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
- e. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity that the Parties may have now or may acquire in the future.
- f. Time is of the essence in this Agreement.

- g. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.
- h. Headings are inserted for the convenience of the Parties only and will not be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

IN WITNESS WHEREOF the Indemnitee and the Indemnifier have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Mid-Columbia Fire and Rescue,
Indemnitee:

Authorized Signatory

Notary Section

_____,
Indemnifier (Property Owner):

Authorized Signatory

Physical Property Address: _____

Contact Phone Number: _____

Contact Email: _____