

AGREEMENT

This AGREEMENT (hereinafter "Agreement") is executed this _____ day of _____, _____, by and between the TOWN OF WEST BROOKFIELD (hereinafter, "TOWN") and _____, of _____, West Brookfield, Massachusetts (hereinafter, "RELEASOR").

WHEREAS, the TOWN, pursuant to the power vested in it by G.L. c.40, §6N, and Chapter XII, Section 8, of the Town of West Brookfield General By-laws, desires to make temporary repairs to _____, a private way in the Town of West Brookfield, Massachusetts (hereinafter, the "Way"), and the Board of Selectmen of the TOWN has declared that temporary repairs to the Way are required by public necessity; and

WHEREAS, the RELEASOR desires to allow the TOWN to make temporary repairs of the Way; and

WHEREAS, the RELEASOR represents by its signature below that the RELEASOR is either a record owner of property abutting and/or including the Way, a holder of a right to control the Way, or a holder of a property right to use the Way; and

WHEREAS, the Way is a private way within the TOWN, and the responsibility and liability of the TOWN for the maintenance and repair thereof is limited to such responsibility and liability imposed upon municipalities for the maintenance and repair of private ways by applicable provisions of General Laws or the TOWN's By-Laws;

THEREFORE, the RELEASOR, on behalf of itself and its heirs, executors, and assigns, and the TOWN, hereby agree as follows:

1. In consideration of the benefit of any temporary repairs to the Way hereafter made by the TOWN, such repairs to be made at the sole discretion of the TOWN, the RELEASOR forever waives, releases, acquits, discharges and covenants to hold harmless the TOWN, and any and all of its successors, departments, officers, employees, servants, attorneys and agents, of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, which the RELEASOR may now or hereafter have or may acquire, on account of or in any way arising out of, directly or indirectly, defects in the Way, or temporary repairs to the Way made by the TOWN.

2. Furthermore, the RELEASOR hereby agrees to defend the TOWN and its successors, departments, officers, employees, servants, attorneys and agents against any claim for damages, compensation or otherwise arising out of or resulting from any injury to any party in connection with said defects in the Way or temporary repairs to the Way made by the TOWN, and to INDEMNIFY, reimburse or make good to said TOWN and its successors, departments, officers, employees, servants and agents any loss or damage or costs, including attorneys' fees, which the said entities or their representatives may have to pay due to any defects in the Way, or due to temporary repairs of the Way made by the TOWN.

3. The RELEASOR hereby agrees not to initiate any claim, demand, suit or other legal proceeding against the TOWN, its departments, officers, employees, servants, attorneys, and agents, on account of any defects in the Way, or any temporary repairs of the Way performed by the TOWN.

4. The RELEASOR hereby authorizes the TOWN, to the extent allowable by whatever property rights the RELEASOR holds in the Way, or in property abutting the Way, to undertake all actions necessary or appropriate to temporarily maintain and repair the Way.

5. The RELEASOR hereby agrees, as between itself and the TOWN, that to the extent of whatever property rights the RELEASOR holds in the Way, the construction, maintenance, and replacement of the Way is and forever remains the sole and complete responsibility of the RELEASOR, said responsibility to be in no manner construed as devolving upon the TOWN pursuant to this Agreement;

6. The TOWN and the RELEASOR hereby agree that the Agreement in no manner obligates the TOWN to maintain or repair the Way, and that this Agreement, or the performance of said maintenance or repair, shall in no manner be construed to imply an acceptance of the Way by the TOWN, or an acknowledgement of responsibility for the condition of the Way or its maintenance on the part of the TOWN.

Witness our hands and seals this ____ day of _____, ____.

TOWN OF WEST BROOKFIELD

RELEASOR(S)

By: _____

Address: _____

Its: _____

Address: _____

Address: _____

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss. _____, 200_

Then personally appeared before me the above named _____,
_____, and acknowledged the foregoing
instrument to be their free act and deed.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss. _____, 200_

Then personally appeared before me the above named _____,
_____, and acknowledged the foregoing
instrument to be their free act and deed.

Notary Public

My Commission Expires: