

STATE OF IOWA)
)§
COUNTY OF BUCHANAN)

INDEMNIFICATION AND HOLD
HARMLESS AGREEMENT

I (we), _____ and _____ being
first duly sworn on oath, depose and state as follows:

- 1) I (we) are the owners of the following described real property located within the
City limits of the City of Independence, Iowa:

Legal Description:

A/K/A by Parcel ID:

- 2) On _____, _____, the undersigned applied for and received from the
City of Independence a “Major Mailbox Structure” or “Major Encroachment”
Permit related to the erection, installation, or maintenance of the following
Encroachment within the City Right of Way, as defined by City Code
§_____, same being generally described as follows:

- 3) In accordance with City Code, the undersigned acknowledge that the issuance of a
“Major Mailbox Structure” or “Major Encroachment” Permit by the City is
conditioned upon the execution by the property owners, in this case the
undersigned, of an “Indemnification and Hold Harmless Agreement” related to
the Encroachment location in the Right of Way, and to that end, the undersigned
do hereby agree as follows:

“I(we), the undersigned, in accordance with City of Independence Code of
Ordinances 142.06(2), as consideration for the issuance of a “Major Mailbox
Structure” or “Major Encroachment” Permit by the City of Independence
(“City”), do hereby agree to defend, indemnify, release, discharge and hold
harmless the City, all elected or appointed officials, officers, employees, agents,

attorneys, or other similar representatives and affiliates of the City ("City Parties") against all liability for property damage, personal injury or death, or expenses related thereto, including attorney fees, loss or liability of any nature suffered or incurred by the City Parties arising from the issuance of said Permit by City and the installation, use, and maintenance of the permitted Encroachment in the right of way by the undersigned or the undersigned's successors in interest."

- 4) I(we) the undersigned further agree to the following:
- a. This Agreement binds the undersigned and their successors in interest, legal representatives, and permitted assigns.
 - b. I(we) have had ample opportunity to seek independent advice with regard to the terms of this Agreement.
 - c. This Agreement shall be at all times governed by and construed in accordance with Iowa law and jurisdiction shall reside with the District Court in and for Buchanan County.
 - d. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not affect or impair any other provision or render it unenforceable, invalid or illegal.
 - e. I(we) have participated jointly in the negotiation and drafting of this Agreement, and, therefore, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if the undersigned jointly participated in the drafting of same, and no presumption or burden of proof shall arise favoring or disfavoring the undersigned or the City of Independence (City Parties) by virtue of the authorship of any of the provisions of this Agreement.
 - f. I(we) have executed this Agreement voluntarily as an expression of my(our) voluntary act and deed.

Signed and dated this ____ day of _____, _____.

Subscribed and sworn to before me by _____ and
_____ on this ____ day of _____, _____.

Notary Public, State of Iowa