



## INDEMNIFICATION, HOLD HARMLESS, AND DEFENSE AGREEMENT

This Indemnification, Hold Harmless, and Defense Agreement (“Agreement”) is entered into by and between \_\_\_\_\_ (“Owner”), \_\_\_\_\_ (“Contractor”) and the Washington Resource Conservation and Development Council (“WRCD”), including the Chumstick Wildfire Stewardship Coalition (“CWSC”), and the Washington Department of Natural Resources (“DNR”), and is effective the latest date below.

### RECITALS

1. Owner is the owner of residential property located at \_\_\_\_\_, Leavenworth, Chelan County, Washington (the “Property”).
2. Contractor is a Washington licensed contractor, Lic. No. \_\_\_\_\_.
3. Owner and Contractor have contracted (the “Contract”) for Contractor to perform forest restoration improvements upon the Property (the “Work”).
4. The WRCD (including the program CWSC) is a non-profit corporation agreeing to provide rebate/reimbursement funds to Owner for the Work upon Owner’s and Contractor’s satisfaction of certain requirements and conditions known to Owner and Contractor.
5. The CWSC is a non-profit program of the WRCD agreeing to provide inspection services with regard to the forest restoration and defensible space improvements portion of the Work.
6. The DNR, WRCD, and CWSC are each referred to herein individually as “Indemnitee” and collectively as “Indemnites.”
8. Owner and Contractor desire to indemnify, hold Indemnites harmless, and, at each Indemnitee’s sole option, defend each Indemnitee from all claims that might arise or do arise under the Contract and the Work.
9. Indemnites desire Owner and Contractor to indemnify, hold Indemnites harmless, and, at each Indemnitee’s sole option, defend each Indemnitee from all claims that might arise or do arise under the Contract and the Work.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, other good and valuable consideration the receipt of which is hereby acknowledged, and in partial satisfaction of the County’s requirements and conditions for rebate/reimbursement, Owner and Contractor agree to the following:

**COVENANTS**

**1. Indemnity/Hold Harmless/Defense.** TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, OWNER AND CONTRACTOR EACH SPECIFICALLY AND EXPRESSLY AGREE TO INDEMNIFY, HOLD HARMLESS, AND, AT EACH INDEMNITEE’S SOLE OPTION DEFEND EACH INDEMNITEE, its employees, and its representatives from and against all suits, actions, claims, demands, judgments, damages, and expenses (including, but not limited to reasonable attorney’s fees and interest) that arise or might arise from the Contract or the Work, whether arising before or after completion of the Work, arising out of or due to any act, omission, fault, strict liability or negligence of Owner or Contractor in connection with or incident to performance of the Work.

**2. Free Will.** Owner and Contractor hereby represent and warrant that they have each entered into this Agreement of their own free will and in accordance with their own judgment and upon advice of their own legal counsel and state that they have not been induced to enter into this Agreement by any statement, act or representation of any kind or character on the part of anyone except as expressly set forth in this Agreement.

**3. Authority to Execute Agreement.** Each person whose signature appears hereon represents, warrants, and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

“OWNER”

“CONTRACTOR”

\_\_\_\_\_

\_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Contractor Lic. No. \_\_\_\_\_

Expiration Date \_\_\_\_\_