

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement (this “Agreement”) is entered into on this the _____ day of _____, 2025 by and between _____, who owns the property located at _____, and the Town of Dauphin Island, Alabama, a municipal corporation, sometimes referred to in the Agreement as the “Parties”.

RECITALS

WHEREAS, _____ owns the real property located at _____; and

WHEREAS, _____ desires to rent the home located at _____; and

WHEREAS, the home owner has agreed to participate in the Town’s Rental Inspection Program. Further, that the home owner agrees to execute a Residential Rental Inspection as provided by the Town;

WHEREAS, the home owner agrees to verify the accuracy and validity of Owner’s compliance with the check list requirements for the inspection of the interior and exterior of the home owner’s property as described above.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants and consideration hereinafter set forth, the parties agree as follows:

1. **Hold Harmless and Indemnification.**

In consideration for the Town approving the rental of owner’s home located at _____ Owner, _____ agrees to defend, indemnify, and hold harmless the Town and its agenda, servants, elected officials, and employees from any and all losses or causes of action, suits, proceedings, judgements, costs, or damages (including, without limitation, reasonable attorneys’ fees and costs) that may arise, including those for property damage and personal injury, including injuries to employees of the Town arising as a result of the rental of home owner’s property located at _____, including claims made by any third parties resulting from the rental of said property.

2. Notice of Accident or Incident.

Owner, _____, agrees that in the event of any premises related accident or injury resulting from the rental of said property, that Owner _____, will immediately notify the Town of Dauphin of said incident.

3. Entire Agreement.

The terms and conditions contained in this agreement constitute the entire agreement among the Parties relating to the subject matter hereof and shall supersede all previous agreements and communications between the Parties with respect to the subject matter of this Agreement. No Party has entered into the Agreement in reliance upon any representation, warranty, covenant, or undertaking of any other Party that is not set out or referred to in this Agreement.

4. Counterparts.

This Agreement may be executed in any number of counterparts and may be executed by electronic means. All counterparts shall collectively constitute one and the same Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

PROPERTY OWNER:

Name of Property Owner

TOWN OF DAUPHIN ISLAND,
ALABAMA, a municipal corporation

By: _____
JEFF COLLIER, Mayor

ATTEST:

City Clerk