

IDEMNITY AND HOLD HARMLESS AGREEMENT

The undersigned property owner(s) _____

(Fill in name(s) of Property Owner)

hereinafter "Indemnitor" does hereby grant to the City of Mobile, a Municipal Corporation,
hereinafter called the "City" on this _____ day of _____ 20____, the
following:

WHEREAS, Indemnitor desires to locate a sandwich board sign on the City right-of-way
in accordance with City Code on property located at _____

(Complete address of property)

and;

WHEREAS, Indemnitor agrees to Indemnify and hold harmless the City, its agents,
servants, and employees from any claims and liability which may be made against the City for
permitting the sign to be located on the City right-of-way.

NOW THEREFORE, in consideration of the City permitting the Indemnitor to locate a
sandwich board sign on the City right-of-way, the Indemnitor hereby agrees:

Indemnitor undertakes to indemnify the City from any and all liability, loss or damage
the City may suffer as a result of the claims, demands, costs or judgment against and arising
from the location of the indemnitor's sign being on the City's right-of-way.

Indemnitor agrees to defend, at its own expense against any claims brought or actions
filed against the City with respect to the subject of the indemnity contained herein, whether such
claims or actions are rightfully or wrongfully brought or filed.

Indemnitor agrees to reimburse the City for any necessary expenses, attorney fees, or costs incurred in the enforcement of this Indemnity Agreement.

Property Owner

Property Owner

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____ Notary Public in and for said county in said state, hereby certify that _____, whose name(s) is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of this agreement, has/have executed the same on the day the same bears date.

Given under my hand and official seal on this the _____ day of _____, 20____.

Notary Public