

RELEASE AND HOLD HARMLESS AGREEMENT

Release executed on the _____ day of _____ 20____

by (Property Owner) _____

And (Tenant – if applicable) _____

Of (street address) _____

City of Charleston, County of Kanawha, State of West Virginia, referred to as Releasor(s)

In consideration of being granted monies for restoration, modifications, signage, or other physical changes to the property located at the above address, the Releasor(s), understands that they are solely responsible for providing their own contractors, and to assure that those contractors are fully insured and licensed and have obtained all necessary permits in accordance with City regulations. The Releasor(s) waives, releases, discharges, and covenants not to sue Charleston Main Streets, its staff, volunteers, or affiliates for loss or damage, and claims or damages therefore, on account of any work that has been performed in accordance with City or State guidelines.

Releasor(s) agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of West Virginia and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Releasor(s) further states that Releasor has carefully read the above release and knows the contents of the release and signs this release as its own free act.

Releasor's obligations and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event.

This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

Dated this _____ day of _____

Property Owner Signature

Witness

Property Owner Name Printed

Tenant Signature (if applicable)

Witness

Tenant Name Printed