

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The City of Parma, pursuant to Resolution No. 31-16 [copy attached], agrees to fully indemnify and hold harmless *WEST CREEK PRESERVATION COMMITTEE*, its officers, employees and agents from any liability for any injury, claim, or loss sustained by an person or property caused by any actions taken by the City of Parma, its officers, employees and agents in connection with the City of Parma Police Department and City of Parma Fire Department's training exercise in structures owned or possessed by *WEST CREEK PRESERVATION COMMITTEE*. The specific properties being: 2415 Coventry Drive (PPN 452-27-051); 2416 Coventry Drive (PPN 452-27-023); and 2406 Coventry Drive (PPN 452-27-025) in the City of Parma. City of Parma agrees to provide a seven (7) day written notice to adjoining landowners of the properties of the date(s) of training.

Subject to the exception provided for below, this indemnification shall only be in effect during that period the Parma Police and Fire Departments accept control over the properties described above from *WEST CREEK PRESERVATION COMMITTEE* and such indemnification shall cease upon notification by the Parma Police and Fire Departments to *WEST CREEK PRESERVATION COMMITTEE* that their training exercises are concluded thereby returning control over the properties to *WEST CREEK PRESERVATION COMMITTEE*. However, notwithstanding the preceding sentence, *WEST CREEK PRESERVATION COMMITTEE* shall remain fully indemnified by the City of Parma in the event any person or property suffers damage or injury at any time and which is directly attributable to the actions of the City of Parma's exercises.

IN WITNESS WHEREOF, the parties have subscribed their names as of the day and year below.

CITY OF PARMA

Date: _____

By: _____
Timothy DeGeeter, Mayor

WEST CREEK PRESERVATION COMMITTEE

Date: _____

By: _____

