

LICENSE and INDEMNIFICATION AGREEMENT

This indemnification agreement, effective on the date below written, is made by and between **Northport Village Corporation**, hereinafter called *NVC*, and _____ hereinafter called the *Owner*.

PURPOSE

The purpose of this agreement is to grant a temporary license for use of NVC property and to indemnify and hold harmless, NVC, from any acts, or failure to act, by the Owners, or their agents, during and after the repair and reconstruction of the seawalls on the property located at _____ (shown in part as Tax Map U-_, Lot _) hereinafter the **Project**.

LICENSE

NVC, for consideration paid, grants to Owner, whose mailing address is _____, _____, _____, a limited easement over, upon, and through the land known as _____ (herein after "the Village property") for the purpose of building a seawall on Owner's property. The construction shall not begin until after October 1, 2022 and all disturbances and defects caused by the construction to Village property shall be restored and repaired to the satisfaction of the NVC.

INDEMNIFICATION

In addition to the other obligations created by this agreement, the Owner jointly and severally agree to indemnify, and hold harmless, NVC, from any now pending or subsequently initiated, suits, claims, judgments, costs or expenses of any kind, including any fees, penalties or attorneys' fees, associated with any acts or failure to act, by the Owner, or their agents, during and after the Project. This indemnification agreement shall include a right to reimbursement of attorneys' fees incurred by NVC in responding, in any way, to any now pending or subsequently initiated, suits, claims, judgments, costs or expenses of any kind, associated with any acts or failure to act, by the Owner, or their agents during and after the Project. NVC agrees to provide timely notice, in writing, of any claims outlined in this paragraph. Such notice shall be given in a reasonable and timely manner so as to provide the Owner an opportunity to defend, negotiate, and mitigate the damages and costs arising therefrom.

INSURANCE

The Owner shall at all times during the Project, keep and maintain a policy of public liability insurance having policy limits of at least five-hundred thousand dollars (\$500,000) for death or injury to a person or persons and five-hundred thousand dollars (\$500,000) for damage or injury to property. The Owner assumes all liability for, and indemnify

NVC against, any claims, demands, liens or other charges, including attorneys' fees incurred by it, on account of any death or injuries to person or property relating to the Project. If NVC recovers a final judgment against the Owner regarding any loss or damages to persons or property, NVC agrees to reach and apply any insurance money from all of the Owner' insurers before attempting to collect on that judgment directly from the Owner. NVC agrees to provide timely notice, in writing, of any claims outlined in this paragraph. Such notice shall be given in a reasonable and timely manner so as to provide the Owner an opportunity to defend, negotiate, and mitigate the damages and costs arising therefrom.

Agreed to on this _____ day of _____, 2022 by signature below.

**Northport Village Corporation
By its Overseers**

Celeste Bewsher

Brady Brim-DeForest

Frederic B. Lincoln

Victoria Matthews

Judy A. S. Metcalf

Michael Tirrell

Jeffrey Wilt

The Owner

State of Maine

Waldo County _____, 2022

Personally appeared the above named _____, Overseer of the Northport Village Corporation and acknowledged before me the foregoing instrument to be _____ free act and deed in _____ said capacity and the free act and deed of said Village.

Notary Public

Print Name/ Commission exp. _____

State of Maine

Waldo County _____, 2022

Personally appeared the above named _____ and acknowledged before me the foregoing instrument to be her free act and deed.

Notary Public

Print Name/ Commission exp. _____