

ZONING

450 Attachment 1

Town of Maine

GENERAL RELEASE AND INDEMNIFICATION AGREEMENT

THIS GENERAL RELEASE AND INDEMNIFICATION AGREEMENT (the "Agreement") by and between _____ residing at _____ (the "Applicant") and the TOWN OF MAINE, a municipal corporation of the State of New York with its offices and principal place of business at Maine Town Hall, Lewis Street, P.O. Box 336, Maine, New York 13802 (the "Town"), collectively, the "Parties".

WITNESSETH:

WHEREAS, the Applicant has applied to the Planning Board of the Town for site plan review for a home occupation to be conducted and carried on Applicant's property located within the Town of Maine, and

WHEREAS, one of the requirements of the Town of Maine Zoning Ordinance is that the Applicant enter into a General Release and Indemnification Agreement with the Town indemnifying and releasing the Town, its officers, employees, agents, boards, fire districts, fire corporations, fire companies, and ambulance companies from any damage or injury that might result from the conduct or carrying on by the Applicant of the home occupation at the premises known as _____.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants hereinafter contained, the Parties hereto hereby formally covenant, agree and bind themselves as follows, to wit:

1. The Applicant hereby:
 - a. Irrevocably releases and discharges Town and all Town officers, Town employees, Town agents, Boards of the Town, Board members of any Board of the Town, and all fire districts, fire corporations, fire companies, ambulance companies and their respective heirs, executors, administrators, legal representatives, successors and assigns (hereinafter collectively referred to as "Releasee"), of and from,
 - b. Agrees that Releasee shall not be liable for, and
 - c. Agrees to defend, indemnify and save harmless Releasee of and from: any and all liability, actions, causes of action, damages, suits, claims or demands arising directly or indirectly:
 - i. As a result of the approval of said site plan review application,
 - ii. As a result of the conduct or carrying on by the Applicant of said Home Occupation; and/or

MAINE CODE

- iii. As a result of the failure or inability of fire vehicles or other emergency vehicles or personnel to render aid to human beings or animals or to reach (or prevent further damage to) the dwelling, garage, barn or other accessory buildings within which said Home Occupation is conducted or carried on.

The foregoing obligation to defend, indemnify and save harmless shall apply notwithstanding the fault or negligence on the part of the Town or any of the individuals or entities named as Releasee, and irrespective of any breach of statutory obligation or any rule of comparative or apportioned liability. The foregoing obligation to defend, indemnify and save harmless shall not apply to any loss, damage, liability or expense incurred as a result of the intentional wrongdoing of the Town or any of the individuals or entities named as Releasee.

- 2. To effectuate the provisions of this Agreement, the Applicant agrees to provide for and insure, in his liability policies, his liabilities assumed pursuant to this Agreement.
- 3. Whenever the text hereof requires, the use of singular numbers shall include the appropriate plural number as the text of this Agreement may require.
- 4. This Agreement may not be changed orally.

IN WITNESS WHEREOF, the Town and the Applicant have caused this Agreement to be executed in their respective names by their duly authorized representatives.

Applicant:

Applicant

Applicant

Town:

TOWN OF MAINE

By: _____
Supervisor of the Town of Maine

ZONING

STATE OF NEW YORK)
COUNTY OF BROOME) SS.:

On this _____ day of _____, before me personally came, to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public

STATE OF NEW YORK)
COUNTY OF BROOME) SS.:

On this _____ day of _____, before me personally came, to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public

STATE OF NEW YORK)
COUNTY OF BROOME) SS.:
TOWN OF MAINE)

On this _____ day of _____, before me, the subscriber, personally appeared _____, who, being by me duly sworn, disposes and says: That he is the Supervisor of the Town of Maine, the municipal subdivision of the State of New York named in and which executed the above and within instrument; that he resides at in the Town of Maine, Broome County, New York; that he knows the seal of said Town of Maine and that the seal affixed to said instrument is the seal of the Town of Maine, and that he signed his name thereto by like order.

Notary Public