

Hold Harmless Agreement for Residential Roll-off Container Equipment

The undersigned property owner(s) or authorized representative of the property owner

Name _____

(Hereinafter “Lessee”) does hereby agree, in exchange for the lease of any commercial roll-off container(s), hereinafter “equipment” provided by the Sanitation Division, hereinafter “County” and for other valid consideration, to indemnify and hold harmless the County, its agents, servants and employees from all claims and liability which may be made against the County for the County’s rental of the equipment to Lessee. During the rental period, said equipment shall be located at the following address: _____

The addressee above willingly and knowingly assumes any and all risk, and known accidents, anyway associated with the rental and use of the equipment.

In accordance with the terms of this agreement, the Lessee shall immediately report any accident claims or damage related in any way to the rental or use of the equipment to the County, and deliver to the County by certified mail to - **DeKalb County Sanitation Division, 3720 Leroy Scott Drive, Decatur, GA 30032, Att:** Division Director - a copy of all processes, pleading notices or papers of any kind received by the Lessee or any other operator or agent of the Lessee relating to any claim, suit or proceeding connected with any accident or event involving the equipment.

Lessee hereby agrees to **RELEASE, INDEMNIFY AND HOLD HARMLESS**, to the fullest extent permissible by law, the County, its officials, officers, employees and agents, from any and all losses, liabilities, damages, injuries, claims, cost and expenses of every character whatsoever, including without limitation: **(1)**. Demands arising from injuries or death of persons, including officials, officers, employees and agents of Lessee or County; **(2)**. Claims or liabilities to third parties arising out of the abandonment, conversion, secretion, concealment, or unauthorized sale of the equipment by the Lessee or its operator, agents or employees, or the confiscation of the equipment by any government authority for illegal or improper use of said equipment; and **(3)**. Damage to property arising directly or indirectly from the obligation herein undertaken, or out of, or connected with the possession, maintenance or use of the equipment. The provision of the indemnity described herein shall apply regardless of whether the Lessee’s negligence, active or passive, contributed in any way to alleged injury or harm, and shall not be limited.

I have read the above and agree to the terms contained in this agreement.

Lessee Signature _____ Date _____

Lessee Address _____