

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (the "Agreement") is made as of _____ by and between Mason Enterprises, LLC dba/ Main Drains Sewer and Drain Cleaning as the entity receiving indemnity (hereinafter referred to as the "Indemnatee") located at PO Box 583, Granby CT 06035 and _____ as the person or entity bound to provide and/or protect the Indemnatee (hereinafter referred to as the "Indemnitor") located at _____ and at times the Indemnatee or Indemnitor may be referred to as the "Party" or may be collectively referred to as the "Parties".

WHEREAS , the Indemnitor desires and wishes to hold harmless and indemnify the Indemnatee and assigns from any and all liabilities, losses, claims, damages, or expenses, including, but not limited to, all reasonable costs for defense (including but not limited to attorney's fees, court costs, experts fees) claimed by anyone by reason of injury or damage to persons or property sustained by drain cleaning clogged, new, old , brittle or possibly damaged pipes, except when such liability may result from the sole negligence of the Indemnatee or its employees: provided however that upon filing of any claim for damages arising out of said work which the Indemnatee herein agrees to hold harmless the Indemnitor, at which time Indemnatee may have right to settle, compromise, and/or defend the same.

REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES Each party signing this Agreement represents and warrants that s/he is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of sum party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party enforceable in accordance with its terms.

MODIFICATION OF AGREEMENT This agreement may be supplemented, amended, and/or modified only by and through the mutual agreement of all parties. No supplement or modification of the Agreement shall be binding unless done so in writing and signed by all parties of the Agreement.

ENTIRE AGREEMENT This is the entire agreement between the aforementioned parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

ENFORCEABILITY, SEVERABILITY, AND REFORMATION In the event that any covenant, provision and/or restriction is found by a court of competent jurisdiction to be unenforceable, such provision shall be modified, rewritten, or interpreted to include such as much of its nature and scope as will render it enforceable in the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect , and the remainder of the Agreement shall be enforced as if such provision was not included.

GOVERNING LAWS The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Connecticut applicable to contracts made to be wholly performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal, and state courts located in Connecticut shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

JURISDICTION AND VENUE This Agreement is to be construed pursuant to the current laws of the state of Connecticut. In the event that any dispute shall arise under or in connection with the agreement or related to any matter which is the subject of the Agreement shall be subjected to the exclusive jurisdiction of the state and/or federal courts located in Connecticut.

THE UNDERSIGNED HAVE READ, UNDERSTAND AND ACCEPT HIS AGREEMENT, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

Mason Enterprises, LLC dba/ Main Drains Sewer and Drain Cleaning

Date
