



**RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT**

WHEREAS, the City of St. George is responsible for inspection of construction to ensure compliance with applicable building codes and regulations; and

WHEREAS, from October 16, 2024 through the present, the City of St. George has contracted with Institute for Building Technology and Safety ("IBTS") to perform inspections during and upon completion of construction; and

WHEREAS, the Property Owner has applied for a building permit with the following encroachment at the address listed below:

WHEREAS, the Property Owner is aware of the circumstances regarding the above construction within the servitude and agrees to take full responsibility of any and all claims which may be filed as a result of the issuance of a building permit and inspection; and

WHEREAS, the City of St. George expresses no obligation or responsibility for routine maintenance or repair of the above construction.

NOW THEREFORE, in consideration of issuance of a building permit for the above construction at the address listed below, the Property Owner hereby fully releases and discharges the City of St. George, IBTS, their officers, directors, agents, insurers, underwriters, affiliates, successors, elected official and assigns (collectively "Released Parties") from any and all actions, causes of action, claims, obligations, costs, losses, liabilities, damages, attorneys' fees, and demands of whatsoever character, whether or not known, suspected or claimed against the undersigned by reason of issuance of a building permit, inspection, and agrees to defend the Released Parties in any and all such actions, causes of action and claims.

In the event the Property Owner shall fail to so defend and/or indemnify and save harmless, then in such instance the Released Parties shall have full rights to defend, pay or settle said claim on their behalf without notice to undersigned and with full rights to recourse against the undersigned or all fees, costs, expenses, and payments made or agreed to be paid to discharge said claim. Upon default, Property Owner further agrees to pay all reasonable attorneys' fees necessary to enforce this agreement.

Property Owner hereby agrees to attach a copy of this Agreement to the Property Disclosure provided to any prospective purchaser of residence.

This agreement shall be unlimited as to amount or duration and shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before the undersigned Notary Public.

\_\_\_\_\_  
*Municipal Address*

St. George, Louisiana \_\_\_\_\_  
*Zip*

Permit Number \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
**Notary Public**

**\*THE FOLLOWING WITNESS AFFIDAVIT IS TO BE USED IF THE OWNERS ARE UNABLE TO APPEAR BEFORE THE NOTARY.**

BEFORE ME, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared, who declared that he/she was a witness to the signature of the above and foregoing party and/or parties to that agreement captioned "Release, Hold Harmless and Indemnity Agreement"; that said party and/or parties did sign the aforesaid agreement on the date indicated thereon in the presence of affiant and the other subscribed witness, all of their own free will and accord for the purposes and intents contained therein.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before the undersigned Notary Public.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
**Notary Public**

**PLEASE NOTE THAT A COPY OF THIS AGREEMENT IS TO BE FILED WITH THE CLERK OF COURT AND A CERTIFIED COPY WITH A RECORDING DATE AND FILING DATE FURNISHED TO THE BUILDING DEPARTMENT BEFORE THE PERMIT AND/OR CERTIFICATE OF OCCUPANCY WILL BE ISSUED.**