

HOLD HARMLESS AGREEMENT

FW/JA

33 Sweeney Blvd

SWAMPY AFB LA 23665-2198

City Attorney

22 Lincoln St,

HOMETOWN, LA 23669

Subject: 1997 SWAMPY Air Force Base Aerial Spray Operation for Mosquito Control

Dear

Reference the above captioned matter and the attached agreements. This annual spray operation, which is beneficial to both the military and civilian communities, will commence as soon as possible. We would appreciate it if you would have the appropriate official approve and subscribe these documents as expeditiously as possible. Once our Support Group commander executes the agreements an original will be sent to you for your files.

If you cannot sign the attached agreements, please send us a copy of your insurance rider naming us as covered party.

Thank you for your continued cooperation.

Sincerely

, Captain, USAF

Chief, Environmental Law

1 Atch

Agreement(2 copies)

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 1997, by and between City of HOMETOWN, a political subdivision of the Commonwealth of LA, party of the first part; and the UNITED STATES OF AMERICA, acting by and through the United States Air Force, party of the second part.

WITNESSETH: That for and in consideration of the Agreement of the United States Air Force to spray for the eradication of mosquitoes by airplane within the aforesaid political subdivision as shown outlined by heavy black lines on the map or plat marked "EXHIBIT A," attached to and made a part of this Agreement, for a term extending from the date of this instrument, through 31 December 1997, the party of the first part agrees as follows, to wit:

1. That the City of HOMETOWN agrees to save the party of the second part, including but not limited to, the defense of any claim or lawsuit, for loss or damage to property or in connection with the performance of this Agreement, including but not limited to, claims arising from the possible invasion of property rights by low altitude flying and any and all claims arising out of or occasioned by any trespass over or upon public or private property whether such be for the purpose of spraying or inspecting, but specifically excluding claims arising from aerial crash, collision, or from objects accidentally falling from the aircraft dispensing the pesticide.
2. That this Agreement shall be binding upon said parties during the period from the date of this instrument through 31 December 1997, and shall be renewable from year to year thereafter, at the option of the parties.

FURTHER WITNESSETH: That for and in consideration of the above set forth Agreement of the party of the first part, the party of the second part agrees to spray for the eradication of mosquitos by airplane within the City of HOMETOWN as shown outlined by heavy black lines on the map or plat marked "EXHIBIT A," attached to and made a part of this Agreement, for the term from the date of this instrument through 31 December 1997.

IN WITNESS WHEREOF, the parties of the first and second part have caused their signature and seals to be hereto affixed by their proper offices, they having first been duly authorized so to act.

CITY OF HOMETOWN SWAMPY AIR FORCE BASE, LA

by: _____

City Manager Commander

1st Support Group

SWAMPY Air Force Base, LA

ATTEST:

by: _____

City Clerk

APPROVED AS TO FORM: PREPARED/REVIEWED BY:

City Attorney