



M. Renée Cahoon
Mayor

Anna D. Sadler
Mayor Pro Tem

Charlie Cameron
Town Manager/
Public Safety Director

Town of Nags Head

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Wayne Gray
Commissioner

Bob Oakes
Commissioner

Doug Remaley
Commissioner

NORTH CAROLINA

DARE COUNTY

HOLD HARMLESS, INDEMNITY AND RELEASE AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of January, 2009 by and between the TOWN OF NAGS HEAD, a public body corporate of the State of North Carolina (hereinafter referred to as "the Town"), and North Carolina Department of the Environment and Natural Resources, a Department of the State of North Carolina (hereinafter "NCDENR").

RECITALS:

NCDENR is conducting a pilot project in a beach access owned by the Town; and

NCDENR has requested that the Town store equipment to be utilized as part of the pilot project. Specifically, NCDENR has requested that the Town store storm water filters known as "Ab Tech Smart Sponges" (hereinafter "the Equipment"); and

The Town has advised NCDENR that it can store the Equipment in a building located at 5401 S. Croatan Highway, Maintenance (hereinafter "the Building"); and

The Town has agreed to store the Equipment in the Building for a period of six months at no charge to NCDENR during which time the Town agrees to keep the Building locked; and

NCDENR advises that the Equipment has a value of approximately \$274,000; and

The Town has advised NCDENR that the Town's insurance for contents within the Building is approximately \$20,000; and

Despite the fact that the Town's insurance for contents within the building is inadequate to cover the cost of a loss of some or all of the Equipment, NCDENR maintains its desire and request that the Town store the Equipment in the Building; and

NCDENR and the Town have agreed that the Town shall have no responsibility for the Equipment if it should be lost, damaged, stolen or suffer any other casualty or loss while stored by the Town;

AGREEMENT:

NOW, THEREFORE, in consideration of the Town's agreement to store the Equipment in the Building at no charge to NCDENR, NCDENR covenants and agrees to hold the Town harmless and to release the Town from any liability or responsibility for the Equipment. NCDENR hereby releases the Town, its commissioners, employees, agents and representatives, of and from any liability, claims, demands, causes of action or other legal responsibility arising from the Town's storage of the Equipment in the Building, resulting from any act, error, omission, actual or alleged, of the Town, and further covenants not to assert any claims, causes of action or demands against the Town for any damage or loss to NCDENR.

This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina;

This document constitutes the entire Agreement between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto.

Witnessed or Attested By:

[Handwritten signature]



TOWN OF NAGS HEAD

[Handwritten signature]

Title: Town Manager

Date: 1-15-09

Witnessed or Attested By:

[Handwritten signature]

NCDENR

By:

[Handwritten signature]

Printed Name:

MICHAEL G. BRYANT

Title:

DIRECTOR
DIV. OF PURCHASE AND SERVICES

Date:

01/02/09