This HOLD HARMLESS AGREEMENT (the "**Agreement**") is made as of05/22/2020 (the

"**Effective** **Date**") by and between Frostbite Company, a Tennessee general partnership and its partners (the "**Indemnitee**"), located at 8559 Summer City Rd, Spring City, Tennessee 37381, and

Sons of The American Revolution, Tennessee Society, John Sevier Chapter and non-member community volunteers signing at the addendum

(the "**Indemnifier**"), located at2411 Boston Branch Cir, Signal Mountain, Tennessee 37377. The

Indemnitee and Indemnifier may be referred to individually as the "**Party**", or collectively, the

"**Parties**".

**RECITALS**

**HOLD** **HARMLESS** **AGREEMENT**

***WHEREAS***, the Indemnifier desires to hold harmless and indemnify the Indemnitee from all

liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses that may result

from the indemnitee's participation in the activity defined in section 1.07; and

**WHEREAS**, Indemnitee desires indemnity against all liabilities, losses, claims, judgments, suits,

fines, penalties, demands or expenses that may result from the Indemnitee's participation in the

activity defined in section 1.07.

**NOW,** **THEREFORE**, in consideration of the premises and the mutual covenants and agreements

set forth herein and other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, the Parties hereby agree as follows:

**SECTION** **1:** **DEFINITIONS** **AND** **INTERPRETATIONS**

1.01 Words in the singular shall include the plural and vice versa.

1.02 A reference to one gender shall include a reference to the other genders.

1.03 A reference to writing or written includes e-mail.

1.04 Any obligation in this Agreement on a Party not to do something includes an obligation not

to agree or allow that thing to be done.

1.05 Any phrase introduced by the terms "including", "include", "in particular "or any similar

expression shall be construed as illustrative and shall not limit the sense of the words

preceding those terms.

1.06 References to sections or clauses are to the sections or clauses of this Agreement.

1.07. "Activity" shall mean:For clearing light brush and vegetation off of the Old Lone Cedar

Cemetery 06 JUN 20, a final grave site ceremony prep on or about 15 AUG 20 and ceremony to

honor Patriot Charles Thurman on 29 AUG 20 with any alternate dates due to weather after coordination with and approval of the Indemnitee.

**SECTION** **2:** **INDEMNIFICATION**

2.01 **Indemnification**. To the fullest extent permitted by applicable law, the Indemnifier will

hold harmless and indemnify the Indemnitee against any and all claims and actions arising

out of Indemnitee's participation in the Activity, including, without limitation, expenses,

judgments, fines, settlements and other amounts actually and reasonably incurred in

connection with any liability, suit, action, loss, or damage arising or resulting from the

Indemnitee's participation in the Activity, subject to the limits on indemnification described

in section 2.02.

2.02 **Exceptions**. Indemnifier shall not hold harmless and indemnify Indemnitee under the

following circumstances:

(1) against a claim caused by the negligence or fault of the Indemnitee, its agent or

employee, or any third party under the control or supervision of the Indemnitee,

other than the Indemnifier or its agents, employees or contractors.

(2) in a civil action, where the Indemnitee did not act in good faith and in a reasonable

manner; and

(3) where the actions or conduct of the Indemnitee constituted willful misconduct or

the Indemnitee was knowingly fraudulent or deliberately dishonest.

2.03 **Settlement** **and** **Consent**. The Indemnitee will not settle any claim or action without first

obtaining the written consent of the Indemnifier. The Indemnifier or will not be liable for any

amounts paid in settlement of any claim or action where written consent was not obtained.

2.04 **Cooperation**. Both Parties agree to cooperate in good faith and provide any and all

information necessary for the defense of any claim or action.

**SECTION** **3:** **MISCELLANEOUS**

3.01 **Representation** **on** **Authority** **of** **Parties/Signatories**. Each Party signing this Agreement

represents and warrants that they are duly authorized and have 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 such Party's obligations

hereunder have been duly authorized, and that this Agreement is a valid and legal

agreement binding on such Party and enforceable in accordance with its terms.

3.02 **Amendment.** This Agreement may only be changed or supplemented by a written

amendment, signed by authorized representatives of each Party.

3.03 **Waiver.** The waiver of any breach or violation of any term or condition hereof shall not

affect the validity or enforceability of any other term or condition, nor shall it be deemed a

waiver of any subsequent breach or violation of the same term or condition. No waiver of

any right or remedy under this Agreement shall be effective unless made in writing and

executed by the Party so to be charged. The rights and remedies of the Parties to this

Agreement are cumulative and not alternative.

3.04 **Entire** **Agreement.** This Agreement constitutes the entire Agreement between the

Parties, replacing all other written and/or previous agreements.

3.05 **Severability**. The Parties acknowledge that this Agreement is reasonable, valid and

enforceable. However, if any term, covenant, condition or provision of this Agreement is

held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the

Parties' intent that such provision be changed in scope by the court only to the extent

deemed necessary by that court to render the provision reasonable and enforceable and

the remainder of the provisions of this Agreement will in no way be affected, impaired or

invalidated as a result.

3.06 **Governing** **Laws.**The validity, construction and performance of this Agreement shall be

governed and construed in accordance with the laws of Tennessee, without giving effect to

any form of conflict of law provisions thereof. The Federal and State courts located in

Tennessee shall have sole and exclusive jurisdiction over any disputes arising under the

terms of this Agreement.

3.07 **Effect** **of** **Title** **and** **Headings**. The title of the Agreement and the headings of its Sections

are included for convenience and shall not affect the meaning of the Agreement or the

Section.

3.08 **Attorney's** **Fees**. If any legal proceeding is brought for the enforcement of this

Agreement, or because of an alleged breach, default or misrepresentation in connection

with any provision of this Agreement or other dispute concerning this Agreement, the

successful or prevailing party shall be entitled to recover reasonable attorney's fees

incurred in connection with such legal proceeding. The term "**prevailing** **party**" shall mean

the party that is entitled to recover its costs in the proceeding under applicable law, or the

party designated as such by the court.

3.09 **Successors** **and** **Assigns**. This Agreement shall be binding upon and shall inure to the

benefit of the Parties, their respective successors and assigns.

3.10 **Interpretation**. The terms of this Agreement shall be construed in accordance with the

meaning of the language used and shall not be construed for or against either Party by

reason of the authorship of this Agreement or any other rule of construction which might

otherwise apply.

Peter J. Clemens III

Agent

Peter J. Clemens III and the Frostbite Company:

**THE** **UNDERSIGNED** **HAVE** **READ,** **UNDERSTAND** **and** **ACCEPT** **THIS** **AGREEMENT,** and by

signing this Agreement, all Parties agree to all of the aforementioned terms, conditions and

Policies (all SAR members and community volunteers will sign the agreement at the addendum).

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(Date Signed)

14 May 2020

3.11 **Counterparts**. This Agreement may be executed in counterparts. Facsimile signatures

are binding and are considered to be original signatures.

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(Date Signed)

Sons Of The American Revolution:

Clifford Kent

2nd Vice President

