

HOLD HARMLESS AND INDEMNITY AGREEMENT

This Hold Harmless and Indemnity Agreement is entered into this 16TH day of FEB, 2015 by and between Endeavor Construction, LLC (Endeavor) and The Gallatin County Board of Education (Board of Education).

WHEREAS, Endeavor was the General Contractor with respect to a construction project for the Gallatin County Board of Education; and

WHEREAS, various Subcontractors were retained to do certain work on the project; and

WHEREAS, the project is complete with retainage remaining to be paid in the approximate amount of \$71,000.00; and

WHEREAS, a dispute has arisen with respect to the amount due and owing to some of the Subcontractors for their work on the project; and

WHEREAS, Endeavor desires to protect, indemnify and defend the Board of Education from any claims which will or may be made by the various Subcontractors for work which they did on the project;

NOW, THEREFORE, in consideration of the foregoing and the following promises and covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is therefore agreed by the parties as follows:

1. The Board agrees to pay to Endeavor the remaining retainage from the project in the approximate amount of \$71,000.00.
2. Endeavor agrees to protect, indemnify, hold harmless and defend the Board of Education from and against any and all claims made by the Subcontractors to any portion of the retainage paid to Endeavor.
3. This Agreement constitutes the full understanding of the parties and is a complete and exclusive statement of the terms of their agreement. No conditions, understandings or agreements purporting to modify or vary the terms of this Agreement shall be binding unless hereinafter made in writing and signed by the party to be bound.
4. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Kentucky.
5. This Agreement may be executed in multiple counterparts any of which may be executed and delivered via facsimile or electronically, each of which shall be deemed an original, and all which taken together shall constitute one instrument.

In witness hereof, Endeavor, LLC and the Gallatin County Board of Education execute this Agreement on the date appearing below.

Date:

Gallatin County Board of Education

2-16-15

Date:

David Beiersdorfer, President
David Beiersdorfer, Endeavor Construction, LLC