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Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (This "Agreement") is made effective on January 21, 2020 by and between El Paso County School District 49 (hereinafter, "District 49") of 10850 E. Woodmen Rd, Peyton, CO 80831 and National Heritage Academies, Inc (hereinafter, "NHA"), of 3850 Broadmoor SE, Grand Rapids, MI 49512. El Paso County School District 49 and National Heritage Academies, Inc are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, NHA will be performing the following services on District 49 property: Land Development and construction of new Charter School at 2103 Meadowbrook Parkway; and

WHEREAS, in exchange for valuable consideration, NHA, desires to hold harmless DISTRICT 49 from any claims and/or litigation arising out of NHA's performance of the work of providing these services.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, DISTRICT 49 and NHA hereby agree as follows:

TERMS

- 1. Hold Harmless.** NHA shall fully defend, indemnify, and hold harmless DISTRICT 49 from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of NHA, its officers, owner, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitations, the payment of penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to District 49 for all legal fees, expenses, and costs incurred by it.
- 2. Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.
- 3. Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 4. Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
- 5. Attorney's Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing Party in accordance with this provision.

Peter Hills
Chief Education Officer

Brett Ridgway
Chief Business Officer

Pedro Almeida
Chief Operations Officer

6. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Colorado law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Colorado law.

8. Applicable Law. This Agreement shall be governed exclusively by the laws of Colorado, without regard to conflict of law provisions.

9. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Colorado. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. Signatures. This Agreement shall be signed on behalf of El Paso County School District 49 by Brett Ridgway, and on behalf of National Heritage Academies, Inc by Jeff Chamberlain, and effective as of the date first written above.

El Paso County School District 49

By: Brett Ridgway

Title: CBO

National Heritage Academies, Inc

By: Jeff Chamberlain

Title: Director of Treasury + Real Estate