

TOOELE COUNTY - CHRISTENSEN & GRIFFITH  
EMERGENCY MANAGEMENT COMMUNICATIONS TOWERS  
HOLD HARMLESS AGREEMENT

THIS AGREEMENT is made this 1 day of October ~~March~~ 2012, by and between TOOELE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as "County" and CHRISTENSEN AND GRIFFITH CONSTRUCTION COMPANY, hereinafter referred to as "C&G."

WITNESSETH:

WHEREAS, the County owns communications towers, referred to individually as the "tower" at the Emergency Management Building and at mountaintop communications sites, and

WHEREAS, the C&G desires to use the tower for training purposes, subject to certain conditions and provide the County with a Hold Harmless Agreement regarding the use of the tower.

IN CONSIDERATION of the mutual covenants set forth herein, the parties agree as follows:

1. County hereby permits C&G, upon request, to use the tower at the emergency management building or other communications site for training and certifications purposes.
2. C&G agrees that it will, upon receiving approval, use the tower for training and certification purposes only. C&G agrees that the tower is suitable in all respects for the training and certification use contemplated herein.
3. C&G agrees to hold County harmless from any and all claims that may arise as a result of C&G's use of said tower, including but not limited to claims made by C&G employees or other personnel employed or associated with C&G, County employees, bystanders, or property. C&G shall take necessary precautions to prevent the occurrence of any injury (including death) of any persons, or of any damage to any property arising out of acts or omissions of C&G personnel or its invitees, its agents, employees or subcontractors, and except to the extent that any such injury or damage is due directly and solely to Tooele County's negligence, shall indemnify, defend, and hold Tooele County, their officers, employees, agents, and assigns harmless from any and all costs, losses, expense, damages, claims, suit or any liability whatsoever, including attorney's fees, arising out of any act or omission of C&G, its agents, employees or subcontractors.
4. In consideration for the Hold Harmless Agreement, County agrees that C&G is permitted to use the tower described in Paragraph 1 at no cost to C&G.

5. County makes no representation that the tower is suitable for C&G's intended use and C&G agrees to use the tower "as is."

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year first above written.

**CHRISTENSEN & GRIFFITH**

  
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**TOOELE COUNTY**

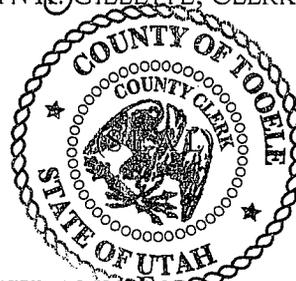
  
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COLLEEN S. JOHNSON, CHAIRMAN

ATTEST:

  
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MARILYN K. GILLETTE, CLERK



APPROVED AS TO FORM.

  
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DOUG HOGAN  
TOOELE COUNTY ATTORNEY