

**ACT OF INDEMNIFICATION AND  
HOLD HARMLESS AGREEMENT**

**BY:** \_\_\_\_\_

**STATE OF LOUISIANA**

**IN FAVOR OF THE PARISH OF JEFFERSON**

**PARISH OF JEFFERSON**

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**BE IT KNOWN**, that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me the undersigned Notary Public, duly commissioned and qualified within the State and Parish aforesaid, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared \_\_\_\_\_, owner of the herein described property, who, being by me first duly sworn, deposed and said:

(He/She/They) understand and agree to accept a permit under Jefferson Parish Code of Ordinances, **Section 29-6(D)**, which states that the owner of the property assumes all risk and will hold Jefferson Parish harmless from any and all damages or injuries to self or others resulting from the mailbox being placed on a Parish servitude and/or right-of-way.

(He/She/They) shall allow Jefferson Parish to remove the mailbox at any time and for any reason if said mailbox remains after the fifth (5<sup>th</sup>) day in which he/she/they were notified, and without notice in times of emergency. (He/She/They) shall not be due compensation for the destruction or removal of said object by Jefferson Parish for any public reason whatsoever.

In the event Jefferson Parish must remove a mailbox in connection with maintenance of the street, drain line, waterline, sewer line, or any other public reason, Jefferson Parish is only obligated to replace the removed mailbox with a mailbox that meets the minimum requirements of the U.S. Postal Service.

Permits issued for the construction of such mailbox shall not be transferable. Jefferson Parish shall not be required to issue a permit for a “new” mailbox located on a servitude or right-of-way to the subsequent property owner.

(He/She/They) shall be fully responsible for the maintenance of the mailbox, and accept(s) all responsibility for the mailbox which is located at the municipal address of \_\_\_\_\_, and otherwise bearing the legal description **Lot** \_\_\_\_\_, Square \_\_\_\_\_ in \_\_\_\_\_ **Subdivision**, Jefferson Parish, Louisiana.

The appearer agrees to protect, defend, indemnify and save the Parish of Jefferson, its agents, officials, employees and servants, including volunteers, harmless from and against any and all claims, demands, loss or destruction of property, which may arise in favor of any person or persons on account of injury resulting from the

construction of said mailbox located on a Parish servitude or right-of-way regardless of whether others may be wholly, concurrently, partially or solely negligent or otherwise at fault. Further, appearer hereby agrees to indemnify the Parish of Jefferson in connection with any loss, damage, injury or other casualty in the event the Parish is a party to any lawsuit regarding the mailbox located at the above referenced address.

Further, the appearer(s) hereby agrees to indemnify the Parish for all reasonable expenses, attorney’s fees and costs incurred by or imposed upon the Parish in connection therewith for any loss, damage, injury or other casualty, and hold harmless and indemnify the Parish against third persons who acquire the immovable in the future. This hold harmless hereby binds the appearer’s successors and assigns. The appearer(s) agrees to pay all reasonable expenses and attorney's fees incurred by the Parish in establishing the right to indemnity pursuant to the provisions of this Agreement.

Appearer shall record this act in the conveyance records of the Clerk of Court of Jefferson Parish and return a copy of the filed document to the appropriate Parish office/department.

Said appearer also acknowledges that this instrument shall form part of the official chain of title of the aforementioned property.

The recordation of this hold harmless agreement in the Conveyance Office of the Parish of Jefferson is not intended in any way to render title of said property unmerchantable, but is intended to notify third party’s.

**WITNESSES:**

**OWNER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Print

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Signature

\_\_\_\_\_  
Print

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
NOTARY # / BAR #