

**HOLD HARMLESS AGREEMENT**

This Hold Harmless Agreement is made effective on

\_\_\_\_\_ by and between

(Date)

\_\_\_\_\_ ("Homeowner") and  
(Name, address and telephone number)

and

Ocean Beach and Yacht Club, Unit II ("OBYC")  
P.O. Box 92  
Lavallette, NJ 08735

**WHEREAS**, Homeowner desires to construct improvements for property located at

\_\_\_\_\_ (address of property in Ocean Beach) in an effort to comply with the advisory base flood elevations ("ABFE") adopted by the New Jersey Department of Environmental Protection ("NJDEP"); and,

**WHEREAS**, in light of the uncertainty regarding the ABFE, the rules and regulations of OBYC require that the homeowner holds OBYC, its Board of Governors and employees harmless from any claim, action, liability, loss, damage and/or litigation arising out of construction of an elevated house in accordance with the ABFE as adopted by the NJDEP and as may be amended by the Federal Emergency Management Association ("FEMA") and NJDEP; and,

**WHEREAS**, OBYC makes no representations as to whether the BFE or ABFE standards are enforceable or acceptable; and,

**WHEREAS**, the Homeowner acknowledges that it has relied on design professionals in preparing the plans.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Homeowner and OBYC agree as follows:

1. **Hold Harmless.** Homeowner shall defend, indemnify, and hold harmless OBYC from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation 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 or incident to any acts, omission, negligence, or willful misconduct of the Homeowner. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees and related costs or expenses and any reimbursements to OBYC for all legal expenses and costs incurred by it.
2. **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the 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 all 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. **Attorneys' Fee and Costs.** If any legal action or other proceeding is brought in connection with the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the party is entitled.
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. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provision shall continue to be valid and

enforceable. If a court finds that any provision of the 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.

8. **Applicable Law.** This Agreement shall be governed by the laws of the State of New Jersey.

Dated:

\_\_\_\_\_  
(Signature of Homeowner)

\_\_\_\_\_  
(Print Name)

Dated:

\_\_\_\_\_  
(Signature of OBYC representative)

\_\_\_\_\_  
(Print Name and Title)