



6000 Doug Attaway Blvd. | Shreveport, LA 71115 | P (318)524-2272 | F (318)524-2273 | port@portsb.com | www.portsb.com

**CADDO-BOSSIER PARISHES PORT COMMISSION
Hold Harmless and Damage Responsibility Agreement**

This Hold Harmless and Damage Responsibility Agreement (the "Agreement") is made and entered into by and between the Caddo-Bossier Parishes Port Commission (hereinafter referred to as the "Commission") and _____, (hereinafter referred to as the "Successful Bidder"). Printed Name

It is acknowledged and agreed that this Agreement is entered into in consideration of the Commission allowing the Successful Bidder access to its properties located at 10166 Harts Island Road, Shreveport, Louisiana, 71115; 10196 Harts Island Road, Shreveport, Louisiana, 71115; 10262 Harts Island Road, Shreveport, Louisiana, 71115; and 10266 Harts Island Road, Shreveport, Louisiana, 71115, (hereinafter referred to as the "Premises") for the purpose of dismantling and removing items declared surplus by the Commission (hereinafter referred to as the "auctioned items") from the Premises pursuant to an auction conducted by Lawler Auction Company on December 2, 2021. The auctioned items are more particularly described on the Lawler Auction Company Website under Lots 25, 27, 28, 29, 30, 31, 32, 33, and 34, respectively. This Agreement specifically includes the Successful Bidder's assent to dismantle and remove the auctioned items from the Premises on or before March 3, 2022. The Successful Bidder further agrees to attend a safety meeting with representatives of the Commission prior to dismantling and removing the auctioned items from the Premises.

It is acknowledged and agreed the Successful Bidder's access to the Commission's Premises could present added risks to the Commission, its property, infrastructure, employees and third parties. The Successful Bidder agrees to monitor and supervise all activities conducted pursuant to this Agreement. All such activities shall be conducted with caution to prevent interference with the Commission's operations.

The Successful Bidder shall be responsible for any liability and assumes all risks arising out of or resulting from the Successful Bidder's use and access to the Premises associated with dismantling and removing the auctioned items referenced hereinabove without limitation. The Successful Bidder agrees to defend, protect, indemnify and hold harmless the Commission from and against any and all liability, claims, demands, damages, fines and losses, including attorney's fees and court costs, resulting from or arising out of dismantling and removing the auctioned items referenced hereinabove and any other activities of the Successful Bidder, its agents, employees and/or contractors in the exercise and/or use of the rights conveyed herein including, but not limited to: (a) such claims, damages, fines, liability, court costs and attorney's fees resulting from the occurrence or existence of any actual or alleged discharge, dispersal, release, storage, treatment, generation, disposal or escape of pollutants or other toxic or hazardous substances, including any solid, liquid, gaseous or thermal irritant or contaminant, from, onto, or adjacent to the Premises covered by this Agreement and Successful Bidder shall bear all costs associated with the abatement, cleanup and removal of said pollution; and (b)

such claims, damages, fines, liabilities, court costs and attorney's fees resulting from injury to or death of any person or damage to any property or interference with other existing operations of the Commission or any of its tenants or contractors, if such death, injury, property damage is in any way related to the use or access to the Premises due to the fault, negligence or strict liability of the Successful Bidder. This indemnity is intended to include claims for damage or injury to or death of any person or employee of the Commission and damage to property belonging to the Commission and third parties.

This Agreement shall become effective upon the signature of the Successful Bidder.

WITNESS:	CADDO-BOSSIER PARISHES PORT COMMISSION
By: _____ Signature	By: _____ Eric England, Executive Port Director
_____ Printed Name	Date: _____
Date: _____	

WITNESS:	SUCCESSFUL BIDDER
By: _____ Signature	By: _____
_____ Printed Name	Print Name: _____
Date: _____	Date: _____