



**HOLD HARMLESS AGREEMENT**

This HOLD HARMLESS AGREEMENT (the "Agreement") is made as of May 11, 2021 (the "Effective Date") by North Central Community Action Agencies, Inc. (the "Indemnitee"), located at 301 E. 8th St, Michigan City, Indiana, 46360. The Indemnitee and Indemnifier may be referred to individually as the "Party", or collectively, the "Parties".

**RECITALS**

**WHEREAS**, the indemnifier desires to hold harmless and indemnify the Indemnitee from all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses that may result from the indemnitee's participation in the activity defined in section 1.07; and

**WHEREAS**, Indemnitee desires indemnity against all liabilities, losses, claims, judgements, suits, fines, penalties, demands or expenses that may result from the Indemnitee's participation in the activity defined in section 1.07.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**SECTION 1: DEFINITIONS AND INTERPRETATIONS**

- 1.01 Words in the singular shall include the plural and vice versa.
- 1.02 A reference to one gender shall include a reference to the other genders.
- 1.03 A reference to writing or written includes e-mail.
- 1.04 Any obligation in the Agreement on a Party not to do something includes an obligation not to agree or allow that thing to be done.
- 1.05 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.06 References to sections or clauses are to the sections or clauses of this Agreement.
- 1.07 "Activity" shall mean: ramp building or repairs.
- 1.08

**SECTION 2: INDEMNIFICATION**

- 2.01 **Indemnification.** The fullest extent permitted by applicable law, the Indemnifier will hold harmless and indemnify the Indemnitee against any and all claims and actions arising out of the Indemnitee's participation in the Activity, including, without limitation, expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Indemnitee's participation in the Activity, subject to the limits on indemnification described in section 2.02.
- 2.02 **Exceptions.** Indemnifier shall not hold harmless and indemnify Indemnitee under the following circumstances:
  - (1) against a claim caused by the negligence or fault of the Indemnitee, its agent or employee, or any third party under the control or supervision of the Indemnitee, other than the Indemnifier or its agents, employees or contractors.
  - (2) in a civil action, where the Indemnitee did not act in good faith and in a reasonable manner; and
  - (3) where the actions or conduct of the Indemnitee constituted willful misconduct or the Indemnitee was knowingly fraudulent or deliberately dishonest.
- 2.03 **Cooperation.** Both parties agree to cooperate in good faith and provide any and all information necessary for the defense of any claim or action.

**SECTION 3: MISCELLANEOUS**

- 3.01 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

**THE UNDERSIGNED HAVE READ, UNDERSTAND, AND ACCEPT THIS AGREEMENT**, and by signing this Agreement, all Parties agree to the aforementioned terms, conditions, and policies.  
North Central Community Action Agencies, Inc. (Indemnitee):

  
Executive Director, Cynthia T. Davis

\_\_\_\_\_  
Client Printed Name (Indemnifier)

\_\_\_\_\_  
Client Signature (Indemnifier)

\_\_\_\_\_  
Date



North Central Community Action Agencies, Inc.  
301 E. 8<sup>th</sup> Street  
Michigan City, IN 46360  
219.872-0351 Fax 219.872.0714



### MEMORANDUM

**For:** All North Central Community Action Agencies, Inc. (NCCAA) Employees, Sub-Contractors and/or Clients

**From:** Cynthia T. Davis, Executive Director of NCCAA

**Subject:** Anti-Discrimination and Anti-Harassment Statement

North Central Community Action Agencies, Inc. (NCCAA) is committed to creating and maintaining a diverse and inclusive work environment. Adherence to Equal Employment Opportunity (EEO) principles and NCCAA's core values will promote a positive work environment and enhance its mission execution.

NCCAA STRICTLY PROHIBITS DISCRIMINATORY HARASSMENT, a form of unlawful discrimination. Such harassment includes, but is not limited to, unwelcome verbal, non-verbal, or physical behavior directed towards an individual and/ or about a group of a protected class i.e. race, color, sex, religion, national origin, disability, age, military status or sexual orientation. Examples of prohibited conduct includes but is not limited to using epithets or slurs, engaging in stereotyping or intimidating acts, and making or sharing racially derisive social media posts.

NCCAA PROHIBITS HARASSMENT BY OR OF ANY EMPLOYEE, SUB-CONTRACTOR, CLIENT OR OTHER INDIVIDUALS OR COMPANY WITH WHOM NCCAA EMPLOYEES COME INTO CONTACT BY VIRTURE OF THEIR WORK FOR NCCAA. Furthermore, even if an individual's behavior does not rise to the level of unlawful discrimination as defined by Federal law, Executive Order, regulation or policy, it may still violate NCCAA's Standards of Conduct and result in LOSS of employment (employee), CONTRACTS (sub-contractors) and/or SERVICES (clients) provided by NCCAA.

By signing this document you agree to abide by the Anti-Discrimination and Anti-Harassment Policy of North Central Community Action Agencies, Inc. and understand that in event this policy is not adhered to will result in loss of employment, contracts and/or services as applicable.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_