

## POLICY

It shall be the Policy of the Township of Bethlehem, Northampton County, Pennsylvania that access to the Housenick Estate Mansion shall be limited at all times to (i) Township personnel as approved by the Township Manager; (ii) emergency personnel in the exercise of their official duties, (*i.e.*, fire police); and (iii) members of the general public who are authorized and approved by the Board of Commissioners, but only with respect to those members of the general public who have been authorized to perform maintenance, restoration or site evaluation studies of the Housenick Estate Mansion and only after such members of the general public have executed a Hold Harmless Agreement as provided by the Township.

**ACCESS AND HOLD HARMLESS  
INDEMNIFICATION AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between BETHLEHEM TOWNSHIP, a Pennsylvania municipal corporation, with an address at 4225 Easton Avenue, Bethlehem, PA 18020 (“Township”) and \_\_\_\_\_, with an address at \_\_\_\_\_ (“\_\_\_\_\_”).

**RECITALS**

A. Township is the fee simple owner of the real property containing approximately 50.3 acres of land with certain buildings located thereon, adjacent to Christian Springs Road, situated in Bethlehem Township, Northampton County, Pennsylvania, and known as Janet Housenick & William D. Housenick Memorial Park (the “Property”).

B. \_\_\_\_\_ has requested that the Township grant \_\_\_\_\_ access to the Property for the purpose of \_\_\_\_\_.

C. The Township is willing to consent to the access of the Property in accordance with the terms and conditions of this agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. All “RECITALS” are hereby incorporated by reference as if same were fully set forth here at length.

2. Township hereby consents to \_\_\_\_\_, its employees’ and consultants’ access onto the Property for the sole and limited purpose of \_\_\_\_\_.

(a) \_\_\_\_\_, its successor and assigns, hereby agree to hold the Township harmless and indemnify the Township its officers, commissioners, appointees, employees, consultants, agents, independent contractors and assigns (the “Indemnified Parties”) from and against any and all claims, actions, damages, suits, expenses (including reasonable attorney’s fees), liabilities and the like, in law or in equity, and of any kind and nature, in connection with loss of life, personal injury and/or

damage to Property or to any person arising from or in any way, directly or indirectly, associated with or caused by \_\_\_\_\_ access onto the Property in furtherance of the purposes outlined above.

(b) \_\_\_\_\_ shall throughout the time of accessing the Property, carry with insurance companies acceptable to the Township, comprehensive liability insurance, including where applicable contractual liability insurance, in which the \_\_\_\_\_ insures the liability which it has assumed under this Agreement, which coverage shall be at least One Million Dollars (\$1,000,000.00) for property damage, naming the Township and the Indemnified Parties as additional insureds in order to protect and insure said parties against any and all liability with respect to \_\_\_\_\_'s access to the Property, and shall, upon request, furnish the Township and/or the Indemnified Parties with a Certificate of Insurance evidencing \_\_\_\_\_'s compliance with this requirement.

3. \_\_\_\_\_ hereby releases, waives, discharges, and covenants not to sue the Township and/or the Indemnified Parties and releases and forever discharges the Township and/or the Indemnified Parties for and from any and all loss or damage, and any claim or demands therefore on account of accident, injury, illness, death, or harm of any type arising out of or related to the access to the Property, whether caused by the negligence of any party being released hereunder.

4. This Agreement shall be binding upon \_\_\_\_\_, its successors, and assigns, and shall inure to the benefit of the Township, its successors and assigns.

5. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

6. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence, and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

7. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

8. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

9. In the event a suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the trial court, and/or appellate court.

**IN WITNESS WHEREOF**, the parties hereto have set forth their hands and seals on the date first above written.

TOWNSHIP:

BETHLEHEM TOWNSHIP  
NORTHAMPTON COUNTY

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

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_