

BETWEEN

THE CITY OF NEW ORLEANS

AND

CURT L. FREUDENBERGER

THIS PERMIT INDEMNIFICATION AGREEMENT (the "Agreement") is entered into by and between the City of New Orleans (the "City"), and Curt L. Freudenberger (the "Applicant"). The Agreement is effective as of September 15, 2022 (the "Effective Date").

A. Property Description. 1230 Webster Street, New Orleans, LA

B. Applicant Acknowledgment. Applicant acknowledges that the City is allowing for limited work to be performed at the above-mentioned property under Section 107.3.3 of Section 26-15 of the New Orleans City Code and that the permit granted is not a final permit. Applicant agrees that the City has not undertaken a full review of the Applicant's request and that they have not been issued a final permit.

C. Applicant's Assumption of Risk. The Applicant agrees that any work performed is being done at Applicant's own risk and that the permit granted was not based on a final review of Applicant's plan. The City reserves the right to notify Applicant that a final permit has been denied.

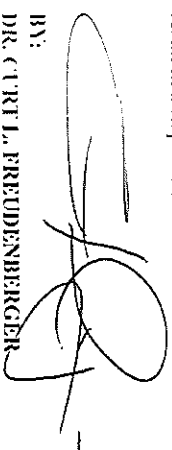
D. Indemnity. To the fullest extent permitted by law, the Applicant will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties; for loss of life or injury or damage to persons or property arising from or relating to the installation and operation of the electric vehicle charging station and any related improvements; including any and all claims and/or liens for labor, services, or materials furnished for the installation of the electric vehicle charging station and related improvements.

E. Independent Duty. The Applicant has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity; even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Applicant is ultimately absolved from liability.


F. Expenses. Notwithstanding any provision to the contrary, the Applicant shall bear the expenses, including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

G. Reimbursement. Applicant agrees that any work not authorized may need to be removed at Applicant's expense.

H. Exceeding the Scope of Release. Applicant acknowledges that exceeding the scope defined by the release will result in fines based on the entire scope of work of the overall permit and will also result in a stop work order.

BY: 
DR. CURT L. FREUDENBERGER

Sworn and Subscribed before me, the undersigned notary, on this 15th day of September, 2022.

BY: 
Michael C. Shawm
Notary ID #7002
My commission is Br. Life
Orleans Parish, Louisiana