

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

WHEREAS, _____ (hereinafter the “Business”) intends to install and operate a drive thru window located at _____, Dry Ridge, Kentucky.

WHEREAS, the purpose of the drive thru is to increase traffic to Business;

WHEREAS, said drive thru will traverse a narrow lane located behind said address;

WHEREAS, the width of the drive thru lane shall be narrower than other such drive thru lanes within the City of Dry Ridge, Kentucky (hereinafter the “City”);

WHEREAS, expanding the drive thru lane would be cost prohibitive for Business;

WHEREAS, City seeks to both promote economic activity and public safety within the city limits;

WHEREAS, there are no ordinances or statutes governing the width of drive thru lanes;

WHEREFORE, BUSINESS AND CITY ENTER INTO THE FOLLOWING AGREEMENT:

1. City shall approve use of the drive thru lane for Business.
2. Business shall install warning signs, approved by City, at both ends of the drive thru lane indicating the minimum clearance; advising motorists to proceed with caution; and, prohibiting pedestrian traffic; City shall approve the location of the signage.
3. Business shall install reflective or other highly visible markings upon all telephone poles located along the length of the drive thru lane.
4. Business shall keep the drive thru lane free of any obstructions.
5. For and in consideration of the above approval, Business does hereby release and waive any and all actions, causes of action, claims, demands, costs, loss of services, expenses and compensation, or suits at law or in equity, of whatsoever kind or nature, arising out of any and all known and unknown injuries, damages, liabilities or causes of action resulting or to result from use of the drive thru lane.
6. Business shall indemnify, protect, and hold City harmless from and against any loss or liability thereby and from and against any expense, cost, and attorney’s fees incurred arising from any cause of action in any way related to use of the drive thru lane.

The writing contains the ENTIRE AGREEMENT between the parties hereto, and all prior representations are hereby merged into this AGREEMENT. We further state that we have carefully read the foregoing release and know the contents thereof, have had an opportunity to consult with an attorney of our choosing, and we sign the same as our free act.

PLEASE READ CAREFULLY BEFORE SIGNING.

WITNESS our hand this ____ day of August, 2016.

JAMES WELLS
City of Dry Ridge, Mayor

BROOKE RIDER

COMMONWEALTH OF KENTUCKY)
COUNTY OF GRANT)

The foregoing instrument was acknowledged before me by James Wells, on this _____ day of August, 2016.

NOTARY PUBLIC

My Commission Expires: _____

COMMONWEALTH OF KENTUCKY)
COUNTY OF GRANT)

The foregoing instrument was acknowledged before me by Brooke Rider on this ____ day of August, 2016.

NOTARY PUBLIC

My Commission Expires: _____

THIS DOCUMENT PREPARED BY:

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