**INDEMNIFICATION AGREEMENT**

THIS INDEMNIFICATION AGREEMENT (“Agreement”), is made this \_\_\_ day of June, 2025, by and between R. Chavez Construction Company Inc (“Chavez”), and Greenfield Parks and Recreation and the City of Greenfield (collectively, “Greenfield”).

Recitals

WHEREAS, Greenfield entered into that certain construction contract (the “Contract”) for Chavez to build a new structure at Riley Park (the “Project”);

WHEREAS, during the Project, certain subcontractors of Chavez did not perform work to the standards required, and Chavez corrected that work as required under the Contract;

WHEREAS, Szalay Masonry, the subcontractor that performed the substandard work (“Szalay”), is alleging that it is owed funds by Chavez;

WHEREAS, Lisha S. Masonry, LLC, a non-approved subcontractor of Szalay (“Lisha”), is alleging that it is also owed funds by Chavez; and

WHEREAS, the parties wish to enter this Agreement in order for Greenfield to release the payments owed to Chavez for the Project and for Chavez to indemnify Greenfield for any claims made by Szalay or Lisha.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, Greenfield and Chavez hereby agree as follows:

Agreement

1. **Incorporation**. The foregoing recitals are hereby fully integrated as if set forth herein.

2. **Indemnification by Chavez**. Chavez shall defend and hold Greenfield harmless from and against all actions brought against Greenfield by Szalay or Lisha and shall indemnify Greenfield for any liabilities, losses, damages, costs, and expenses (including reasonable attorneys’ fees) incurred by Chavez arising from: (a) Chavez’s breach or violation of Chavez’s responsibilities under this Agreement; or (b) Szalay’s or Lisha’s claims to funds due in relation to the Project.

3. **Procedures for Indemnification**. If Greenfield seeks indemnification under this Agreement, it shall: (a) promptly notify Chavez in writing of any such claim; (b) give sole control of the defense and settlement of any such claim to Chavez; and (c) provide all information and assistance reasonably requested by the Chavez in defending or settling such claim. Greenfield may join in defense with counsel of its choice at its own expense. Greenfield’s right to indemnification pursuant to this Section 3 will be subject to and conditioned upon the Indemnified Party’s prompt fulfillment of the obligations set forth in subsections (a) through (c) above.

4. **Miscellaneous**. The parties shall provide any notice, demand, request, or other instrument required to be given under this Agreement in writing and by overnight delivery carrier (with receipt evidencing such delivery) such as, but not limited to, Federal Express or UPS to the following addresses: (a) if to Greenfield: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; (b) if to Chavez: 5323 West Minnesota Street, Indianapolis, IN, 46241, attn: Roberto Chavez; with a copy to: McNeelyLaw LLP, attn: Jacob S. Brattain, 2177 Intelliplex Drive, Ste. 251, Shelbyville, IN 46176. A party must provide written notice to the other in order to change their respective notice addresses. Notice is effective on the day following deposit of such notice. This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between Greenfield and Chavez concerning the Project, except as expressly set forth in the Contract. To amend this Agreement, all parties must execute a written document setting forth the amended provisions. The laws of Indiana govern the validity, performance, and enforcement of this Agreement and all disputes arising under and related to this Agreement. The parties shall bring all actions arising under or related to this Agreement in Hancock County, Indiana. The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement. Neither party will be deemed the drafting party of this Agreement. All references in this Agreement to periods of days refer to calendar, not business, days, unless business days are specified. Time is of the essence in the performance of all obligations under this Agreement. No waiver or non-enforcement, either express or constructive, at any time by either party shall be construed as a waiver of any of the terms of this Agreement and shall not foreclose its ability to subsequently enforce the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives, the day and year first above written.

[signatures to follow]

CHAVEZ:

R Chavez Construction Company Inc.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Roberto Chavez, President

GREENFIELD:

Greenfield Board of Public Works and Safety

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Guy Titus

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Katherine Locke

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Larry Breese

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Glenna Shelby

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Brent Robertson

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lori Elmore, Clerk