



SMALL BUSINESS ASSISTANCE CORPORATION HOLD HARMLESS AND COUNSELING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between the Small Business Assistance Corporation, a non-profit corporation, (hereinafter referred to as **SBAC**) – and _____ (hereinafter referred to as “**GRANTEE**”).

In consideration of the mutual promises hereinafter set forth, it is agreed as follows:

1. SERVICES TO BE PROVIDED BY SBAC:

SBAC shall use its best efforts to provide **GRANTEE** the following service(s):

Grant Disbursement for the City of Savannah RE: CARES Fund Business Loan Forgiveness/Grant

(Hereinafter referred to as “**PROPOSED SERVICES**”).

2. NO COMPENSATION TO SBAC FOR PROPOSED SERVICES:

SBAC shall provide the Proposed Services wholly without compensation or reimbursement therefore of any type or manner whatsoever from **GRANTEE**.

3. GENERAL RELEASE BY GRANTEE:

GRANTEE hereby fully and forever releases and discharges **SBAC**, its officers, director, employees, agents, servants, affiliates, subcontractors and/or subsidiary companies (hereinafter referred to individually and collectively as “**SBAC ET AL**”) from any and all damages, claims, demands, and causes of action which **GRANTEE** has had, now has or might have in the future against **SBAC ET AL** by reason of any occurrences, specifically including, without limitations, damages, injuries and losses of any type manner whatsoever arising from any services or **SBAC ET AL** performed and/or not performed.

This is intended as a full and complete release of any and all damages, demands, claims, and causes of action that **GRANTEE** has had, may have or might expect to have based on any occurrence to date, and further, or any occurrence which may occur on and/or after the date of this agreement, specifically including without limitations, any damages, the effects and results of any such damages, whether the same are now known or unknown by **GRANTEE**, whether expected or unexpected, and whether if it were known by **GRANTEE** might have materially affected this agreement with **SBAC ET AL**.

4. INDEMNIFICATION OF SBAC ET AL:

As a condition precedent and a covenant to any obligation of **SBAC** in accordance with this Agreement, and any supplemental agreements, if any, whether oral or written, **GRANTEE** agrees to and warrants that it will indemnify and hold **SBAC ET AL** wholly harmless from any and all damages, claims, and causes of action by any person, or persons arising from or relating to any services of **SBAC ET AL** performed, partially performed and/or not performed.

5. ASSUMED DEFENCES OF SBAC ET AL:

As a condition precedent and a covenant to any obligations of **SBAC ET AL** in accordance with this Agreement and supplemental agreements hereto, if any, whether oral or written, **GRANTEE** agrees to and warrants that it will defend **SBAC ET AL**, at its own expense, specifically including, without limitations, attorney’s fees, court costs, expert fees, and investigation fees and expenses, against any and all damages, claims, demands, and causes of action made upon **SBAC ET AL**, by any person, or persons, arising from or relating to any services of **SBAC ET AL** performed and/or not performed in accordance with, or related to this Agreement, if any, whether oral or written, and any or all other relationships, agreements and/or activities by and between **GRANTEE** and **SBAC ET AL**.

6. ENTIRE AGREEMENT AND PARTIES IN INTEREST:

This Agreement embodies the entire agreement and understanding by and between **GRANTEE** and **SBAC ET AL**, and supersedes all prior agreement and understandings relating to the subject matter hereof. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereof.

7. PARTIAL INVALIDITY AND WAIVER OF BREACH:

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, inapplicable or unenforceable, the remainder of the terms, provisions, covenants, and conditions and other applications of this Agreement shall in no manner whatsoever be affected, impaired, or invalidated. The waiver of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

8. FREEDOM OF INFORMATION ACT PROVISION:

The information provided in accordance with the aforementioned terms will be treated as privileged information and will not be disclosed to third parties without the consent of the information provider, with the exception of the information provided to the City of Savannah.

In **AGREEMENT WITH THE ABOVE**, the parties hereto have executed this agreement on the date first above written.

SMALL BUSINESS ASSISTANCE CORPORATION

SBAC Representative: _____

“GRANTEE” _____

Address: _____

SSN: _____ **DOB:** _____

Small Business Assistance Corporation is an Equal Opportunity Lender, Provider, and Employer. Discrimination is prohibited by Federal Law. SBAC strives to accommodate all persons with disabilities in compliance with the Americans with Disabilities Act (ADA)