

CUSTOM TRAFFIC SIGNPOST AGREEMENT

This Custom Traffic Signpost Agreement (hereinafter referred to as "Agreement") is made and entered into by and between The Lakes at Greystone Homeowners Association, Inc. (hereinafter referred to as "Greystone HOA") and Effingham County Board of Commissioners (hereinafter referred to as "County").

WHEREAS, Greystone HOA desires to use custom signpost for traffic signs located within its subdivision; and

WHEREAS, Greystone HOA will assume all cost associated with the installation, maintenance, and any liability that may arise from the use of the custom traffic signpost; and

WHEREAS, the County will only be responsible for attaching the traffic sign and/or stop sign to the custom traffic signpost; and

WHEREAS, any applicant requesting to use a custom signpost shall sign an indemnification and hold harmless agreement for the benefit of the County; and

WHEREAS, the public interest will be served by the Agreement; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and in order to obtain the mutual benefits provided hereunder, the Parties hereto agree as follows:

1. **Laws and Ordinances.** Greystone HOA shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations, which in any manner affect the custom traffic signposts.
2. **Release.** Greystone HOA releases County from any and all claims, demands, or causes of action which Greystone HOA, its successors and assigns, may now have or hereafter acquire for damage to or injury from its custom traffic signposts.
3. **Indemnification.** Greystone HOA shall defend, indemnify, and hold harmless the County and its officers, agents, and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments, and costs, including reasonable attorney's fees and expenses, occurring in any way or by any cause as a result of the use of the custom traffic signposts by Greystone HOA arising out of or resulting from the performance of this Agreement caused by the negligent act or omission of Greystone HOA, its officers, agents, employees, subcontractors or invitees or any other person involved in any way with the installation or maintenance of the custom traffic signposts.
4. **Responsibility for damages.** In addition to the Indemnification provisions of the preceding paragraph, and without limitation thereto, Greystone HOA shall be responsible for any and all damage related in any manner to the custom traffic signposts.
5. **Venue.** The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Effingham County, Georgia.

6. **Misc.** In the event any provision hereof is held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity of enforceability of any other provision hereof. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Georgia. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall compromise but a single instrument. No consent or waiver, expressed or implied, by a party to any breach or default by any other party in the performance by such other party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default in the performance by such other party of any other obligations of such party of this Agreement. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of the rights thereof under this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed, or caused this Agreement to be executed by their duly authorized representatives, under the seal as of the day and year written below.

Board of Commissioners of Effingham County, Georgia

Wesley Corbitt, Chairman

ATTEST:

Stephanie Johnson, County Clerk

Date: _____

