

## RELEASE AND INDEMNIFICATION AGREEMENT

This Agreement made as of the \_\_\_ day of March, 2024 (the “Effective Date”) by and between **BAR HARBOR BANK & TRUST** (“Foreclosing Mortgagee”), **KEENAN AUCTION** (the “Auctioneer”, collectively with Foreclosing Mortgagee the “Indemnified Parties”) and \_\_\_\_\_ (the “Indemnitor”) (each a “Party” and collectively, the “Parties”).

WHEREAS, Foreclosing Mortgagee foreclosed on property located at 308 Danforth Street, Portland, Maine (the “Property”), and obtained a Consented-To Judgment of Foreclosure and Sale, Stipulated Expiration of Redemption and Waiver of Appeal, which was entered on the docket on or about February 21, 2023, in the matter of *Bar Harbor Bank & Trust v. Truong Vo and Christa Vo, et al*, filed in the Cumberland County Superior Court, and bearing Docket No. PORDC-RE-2021-055 (the “Judgment”); and

WHEREAS, a public sale shall be conducted on April 5, 2024 at 11:00 a.m. at the “Property” by the “Auctioneer.

WHEREAS, the Property may be inspected on Thursday, March 21 & 28, 2024, from 10:00 a.m. to 12:00 p.m.;

WHEREAS, as a pre-requisite to inspection of the Property, the Indemnified Parties require that Indemnitor agrees to indemnify and hold Indemnified Parties harmless from any claims, causes of action, loss or expense incurred, and/or events as further described in this Agreement.

WHEREAS, in consideration of the privilege of accessing and inspecting the Property prior to the public sale, Indemnitor has agreed to indemnify and hold harmless the Released Parties from any claims, causes of action, loss or expense incurred as further described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Indemnified Parties and Indemnitor agree as follows:

1. Assumption of Risk. Indemnitor hereby acknowledges that in its current condition, there exists potentially hazardous conditions on the Property, including but not limited to tripping hazards and various debris which may hide or hinder the exposure of other hazards,

including hazardous toxins, and there is a risk of serious personal injury to the Indemnitor. Indemnitor is voluntarily participating in the inspection of the Property with knowledge that dangers exist on the Property and that there is a serious risk of personal injury. Indemnitor, for him/her/themselves, and their agents, guests or invitees, acknowledges and expressly assumed these and all other risks, known or unknown, involved in the inspection of the Property.

2. Indemnification. Indemnitor hereby agrees to save, defend, indemnify and hold Indemnified Parties harmless from and against any and all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses, diminution in value, expense, expenditure, and disbursement of every nature (including without limitation, incidental damages, injuries, consequential damages, costs of investigation, travel expenses, value of time expended by personnel), fines, fees, and expenses of litigation (including without limitation attorney's fees incident to any of the foregoing), costs, and costs of court (collectively, the "Costs") which arise out of, relate to, or result from any act arising out of, on account of, or relating in any way, directly or indirectly, to the viewing and/or inspection of the Property, including without limitation claims pertaining to the actions or omissions of any of the Parties or their agents or representatives, regardless of by whom such claims are asserted, when the claims are asserted, and whether or not the claims have merit (each, a "Covered Claim"). **Covered Claims include, without limitation, any claims based on fraudulent, intentional, reckless, or negligent acts, violations or breaches of any contractual obligations, common law duties, laws, rules, or regulations by one or more of the Indemnified Parties, regardless of whether Indemnitor knew, or had reason to know, of such claims at the time the Parties entered into this Agreement.** This Agreement applies to acts or omissions whenever they occur or occurred, including those which occurred on dates before the execution of this Agreement.

Indemnitor understands that this release is intended to **EXTINGUISH NEGLIGENCE LIABILITY**, and that this release is intended to be complete, unconditional, and as broad as the law will allow.

3. Binding Effect. This Agreement will bind and inure to the benefit of each Party's principals, agents, representatives, employees, officers, directors, shareholders, partners, affiliated and subsidiary companies, and attorneys; all persons acting through, under the authority of, or in concert with any of them; and their successors, assigns, heirs, executors, and administrators.

4. Modification; Assignment. No amendment or other modification, rescission, release, annulment, or assignment of any part of this Agreement will be effective except pursuant to a written agreement signed by the parties hereto individually and as representatives of the Parties. No assignment of this Agreement or any portion of it will be effective as to any discharge or release unless specifically provided for in a written consent to such assignment.

5. Severability. If any provision or portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way; provided, however, that there shall be deemed to be made in any invalid or unenforceable provision or portion of an invalid or unenforceable provision any minor changes, and only those minor changes, as are necessary to make it valid and enforceable.

6. Further Assurances. In addition to the instruments and documents to be made, executed, and delivered pursuant to this Agreement, the parties to this Agreement agree to make, execute, and deliver or cause to be made, executed, and delivered to the requesting party any other instruments and to take any other actions as the requesting party may reasonably require to carry out the terms of this Agreement and the Transaction contemplated by this Agreement.

7. Governing Law; Consent to Jurisdiction. This Agreement is to be construed and enforced under, in accordance with, and governed by, the laws of the State of Maine. Each of the parties to this Agreement irrevocably consents to any suit, action, or proceeding with respect to this Agreement being brought in any court of competent jurisdiction located in Maine.

8. Construction. This Agreement shall not be construed as evidence of the validity of any claim against the Indemnitees arising out of or in connection with the Services.

9. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same document.

10. **Indemnitor acknowledges that he/she/they have carefully read this agreement and fully understand its contents. Indemnitor voluntarily and knowingly agrees to the terms and conditions stated herein, and understands that by signing this Agreement, Indemnitor, for themselves and on behalf of their agents, guests, or invitees, are giving up important legal rights, including their right to sue and understands that this agreement EXTINGUISHES LIABILITY FOR NEGLIGENCE.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BAR HARBOR BANK & TRUST  
(Foreclosing Mortgagee)

VIEWER(S)/BUYER(S)

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

KEENAN AUCTION  
(Auctioneer)

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_