

**LINDA'S LYRICS, LLC**

1050 E. Piedmont Road,  
Suite 108-135  
Marietta, GA 30062

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F 770-485-4187  
thedashmanagement@lindaellis.net

www.lindaellis.net

**RELEASE AND INDEMNITY AGREEMENT**

**1. DEFINITIONS:**

1.1 Releasees: The term "Releasees" as used in this document include *City of Rapid (City), 300 Sixth Street, Rapid City, South Dakota 57701*, all members, officers, directors and employees, as well as their respective heirs, executors, administrators, personal representatives, agents, attorneys, subrogates and assigns."

1.2 Releasers: The term "Releasers" as used in this document include: Linda Ellis, Linda's Lyrics LLC, 1050 E. Piedmont Road, Suite E-135, Marietta, GA 30062, and their respective officers, directors, employees, independent contractors, agents, partners, joint representatives, attorneys, successors and assigns, in any capacity whatsoever.

1.3 The Incident: The term "incident" as used in this document, refers to the publication, posting, use and/or distribution of the registered, copyrighted poem, "The Dash" in your organization's publication and subsequently posted on the website below.

<http://www.rcgov.org/pdfs/Finance/RSVP/Aug2012News.pdf>

1.4 Claims: The term "claims" as used in this document refers to those claims, demands, damages, actions, or causes of actions, whether known or unknown, which Releasers have in reference to the incident described in paragraph 1.3 above.

1.5 Execution: This Release may be executed simultaneously in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to be one and the same instrument. The exchange by facsimile/electronic mail copies of executed counterparts of this Release shall be deemed execution and delivery thereof.

**2. CONSIDERATION FOR THIS RELEASE AND INDEMNITY AGREEMENT:**

The consideration for this Release and Indemnity Agreement is the total sum of Two Thousand, Five Hundred Dollars (\$2,500.00 USD) to be paid to Linda's Lyrics, LLC by the Releasees. Payments to be delivered via bank transfer, check, or money order, at the Releasees' expense, via verifiable trackable means to: Linda's Lyrics, LLC 1050 E. Piedmont Road, Suite E-135, Marietta, GA 30062.

**3. RELEASE COVENANTS:**

For the "consideration" described in paragraph 2 above, the Releasors hereby release and forever discharge the Releasees from any and all "Claims" known or unknown described in paragraphs 1.3 and 1.4 above.

**4. INDEMNITY AGREEMENT:**

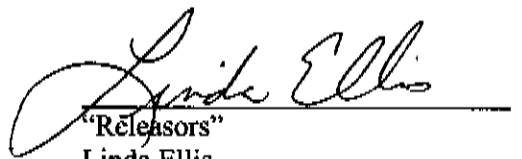
Based on the foregoing consideration, Releasors hereby covenant and agree to indemnify and forever hold harmless said Releasees, their affiliates, departments, agents, employees, officers, directors, and/or successors, against any and all liability, cost and expense resulting from any claim, demand, suit, action, cause of action, which may be asserted by Releasors for injury or damage sustained from the above-mentioned incident.

**5. NO ADMISSION OF LIABILITY:**

It is understood and agreed that this release is not an admission of any negligence, liability or fault of any kind whatsoever, but compromises and settles all disputes between the parties for the purpose of avoiding further controversy, litigation and expense, and that said payment is the full and final consideration of this release and no other payment or consideration has been promised or will be paid.

**6. CONFIDENTIALITY:**

The Releasors and Releasees will keep confidential the terms of this Agreement unless required by court order or other operation of law to disclose them; no other or broader duty or obligation of confidentiality is hereby created or shall exist pursuant to this Agreement.

  
"Releasors"  
Linda Ellis  
Linda's Lyrics, LLC  
1050 E. Piedmont Road, Suite E-135  
Marietta, GA 30062

01/15/2012  
Date

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**"Releasees"**  
Mayor Sam Kooiker  
City of Rapid City  
300 Sixth Street  
Rapid City, South Dakota 57701

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**Date**

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**"Releasees"**  
City of Rapid City  
Pauline Sumption  
City Finance Officer  
300 Sixth Street  
Rapid City, South Dakota 57701

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**Date**