

## Hold Harmless and Indemnity Agreement

This Hold Harmless and Indemnity Agreement ("Agreement") is being made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between

\_\_\_\_\_  
("Indemnitor") and Fairfield Friends Meeting, Inc. ("Indemnitee") located at 10441 E. County Road 700S, Camby, IN 46113. (Collectively, "The Parties")

WHEREAS, the Indemnitee seeks protection against liability, claims, actions, lawsuits, loss, or damage that may result from Indemnitor's presence on or use of property or facilities owned by the Indemnitee, and

WHEREAS, the Indemnitor seeks to use and/or temporarily occupy property and/or facilities of the Indemnitee,

NOW THEREFORE, in order for the Indemnitor to use and/or temporarily occupy said property or facilities, and in order for the Indemnitee to be protected and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, The Parties agree as follows:

INDEMNITOR AGREES TO HOLD HARMLESS AND INDEMNIFY THE INDEMNITEE and all its agents, officers, employees, affiliates, successors and assigns against any and all claims, demands, suits, and causes of action of any kind arising from any loss, damage, punitive damages, reasonable legal fees or costs whatsoever which result from the Indemnitor's use and/or occupancy of the Indemnitee's property or facilities. This includes any use, occupancy, or visitation to the Indemnitee's property or facilities by the Indemnitor's members, invitees, attendees, or guests.

INDEMNITOR FURTHER AGREES TO COOPERATE WITH INDEMNITEE in defense of any such claim or legal action and agrees to use its best efforts and act in good faith to ensure Indemnitee is indemnified and reimbursed for all expenses, including but not limited to, fines, judgments, settlements, and any other amounts actually or reasonably related to the defense of any claim or legal action resulting from the Indemnitor's use or temporary occupancy of Indemnity's property or facilities.

TERMINATION. This Agreement may be terminated at any time by either of The Parties by written notice to the other Party, but the obligation to Hold Harmless or Indemnify shall continue for any claims, actions, accidents, incidents, injuries, or losses that occur or arise prior to termination.

REPRESENTATIONS AND WARRANTIES. The Parties understand and represent that they are fully authorized to enter into this Agreement and that the performance and obligations of the Parties will not infringe upon or violate the rights of any third party.

SEVERABILITY. If any term or provision of this Agreement is found invalid, unenforceable, or illegal in any jurisdiction, that shall not affect any other term or provision, nor invalidate such term or provision in any other jurisdiction.

WAIVER. No waiver by either Party of any of the clauses herein shall be effective unless explicitly provided in writing and signed by that Party. No delay in or failure to exercise a right, privilege, or remedy arising from this Agreement shall operate as or be considered a waiver.

AMENDMENTS. This Agreement may only be amended or terminated in writing, agreed to, and signed by both of The Parties.

LEGAL FEES. If a dispute between The Parties results in legal action, the successful Party shall have the right to recover from the other Party any incurred legal fees, including, but not limited to, any reasonable costs and attorney fees.

LEGAL AND BINDING AGREEMENT. This Agreement supersedes any prior discussions or writings and constitutes the entire Agreement between The Parties concerning the subject matter herein. This Agreement is legally binding between the named Indemnitor and Indemnitee.

GOVERNING LAW AND JURISDICTION. This Agreement will be governed by and construed according to the laws of the State of Indiana. The courts of the State of Indiana are to have jurisdiction to settle and decide any dispute or claim arising out of this Agreement.

COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which together shall be considered to be one and the same Agreement. A copy delivered by fax, email, or any other method of electronic transmission shall be considered to have the same legal effect as delivery of an original.

ENTIRE AGREEMENT. This constitutes the sole and entire Agreement of the above-named Parties regarding the subject matter herein.

IN WITNESS WHEREOF, the Indemnitor and Indemnitee have duly executed this Agreement on the date shown above.

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Printed Name: \_\_\_\_\_

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Printed Name: \_\_\_\_\_

For: \_\_\_\_\_

For Fairfield Friends Meeting, INC.

The Indemnitor

The Indemnitee