

INDEMNIFICATION & HOLD HARMLESS AGREEMENT

NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

hereinafter known as "Indemnitor," in consideration of:

EVENT: _____

DATE: _____

HOURS: _____

LOCATION: _____

agrees to the following terms and conditions

Indemnitor shall defend, indemnify, and hold harmless the Bayside District Corporation, board, officers, director, staff, property owners, merchants and vendors, the City of Santa Monica, members of its Council, boards, commissions, officers, agents, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merit or outcome of any such claim or suit, resulting from the alleged acts or omissions of permittee, its officers, agents, or employees in connection with the permitted event or activity. Nothing contained herein shall be construed as obligating Indemnitor to indemnify Bayside District Corporation or City of Santa Monica, their Council, boards, commissions, officers, agents, volunteers, and employees for losses resulting from its sole or active negligence or willful misconduct.

IN WITNESS WHEREOF, this Agreement is executed on the _____ day of _____, 2009.

INDEMNITOR:

By _____