

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Sea Ranch Civic Association (SRCA) and \_\_\_\_\_.

WITNESSETH:

WHEREAS, Sea Ranch Civic Association has agreed to allow me or my agents to use the Property in connection with (Function) \_\_\_\_\_ to be held on during the hours of \_\_\_\_\_, but has requested, as a condition to allowing that use, that I/We indemnify and hold them harmless as set forth below.

NOW, THEREFORE, in return for good and valid consideration, receipt of which by the parties is hereby acknowledged, agrees as follows:

1. I/We agree to indemnify and hold Sea Ranch Civic Association harmless against any and all loss, damage, costs and expenses which I/we may suffer, incur, be put to, pay or expend by reason of, or arising out of or as a result of the use of the Property for the conduct of the event as stated above. This indemnification shall extend to any and all claims, suits, causes of action, judgments or damages sustained by Sea Ranch Civic Association or any other person or persons for bodily injury, or for injury to or loss of property resulting from, caused by, or arising out of the conduct of me, my agents, servants or employees.

2. I/We that I/we am/are solely responsible for the dispensing and consumption of alcohol, including the prudent and responsible dispensing and consumption of alcohol by all persons involved in the activity described above;

a. To acknowledge by the signing of this Hold Harmless Agreement that Sea Ranch Civic Association has no authority, control or participation in the dispensation or consumption of alcohol on the site and date listed above and that I/we will take not step, action or measure to convey the idea that Sea Ranch Civic Association in any way has promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages on the site and date listed above;

b. That I/we will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on the association's clubhouse property;

c. To comply with all Municipal Ordinances in relation to the consumption of alcoholic beverages, including but not limited to, obtaining any necessary permits.

d. That I/we will be solely responsible for any damages occurred to the property and its contents during the time of the rental stated above.

3. I/we agree that I/we am/are obligated to reimburse Sea Ranch Civic Association for all reasonable attorney's fees incurred by Sea Ranch Civic Association to enforce the terms of this Hold Harmless Agreement or to defend Sea Ranch Civic Association against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by me/us at Sea Ranch Civic Association sole cost and expense pursuant to this Hold harmless Agreement.

4. Modification: Waiver. No change or modification of this Agreement shall be valid unless such change or modification is in writing and signed by each of the parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by each of the parties hereto.

5. Severability: If any provision of this Agreement is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first above written.

Name of Renting Person(s)/Organization \_\_\_\_\_

Authorized SRCA Representative Signature \_\_\_\_\_ Date \_\_\_\_\_