



HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (the “**Agreement**”) is entered into this _____ day of _____, 2016, by and between LANDLORD, a _____ limited liability company (“**Landlord**”), whose address is _____, and TENANT, a _____ limited liability company (“**Tenant**”), whose address is _____.

Landlord and Tenant are parties to a lease agreement dated _____ (the “**Lease**”), for a certain Premises (as defined in the Lease) owned by Landlord. Tenant has requested Landlord to allow Tenant to conduct at the parking lot serving the Premises as shown in Exhibit “B” of the Lease (with the Premises the “**Property**”), on May 10, 2016, from 7:30 p.m. through 10:30 p.m., an event identified as a swimsuit pageant (the “**Event**”). Landlord has agreed to allow the Event, subject to the terms and conditions of this Agreement.

In consideration of the mutual promises contained in this Agreement, Landlord and Tenant agree as follows:

1. Tenant shall conduct the Event at the Property on the date set forth above, at a location or locations on the Property approved by Landlord. Prior to commencing set-up of the Event, Tenant shall provide to Landlord a schedule of all activities for the Event, and shall provide all other information regarding the Event as may be requested by Landlord. Tenant shall comply with such reasonable requirements and conditions relating to the Event as Landlord communicates to Tenant. Landlord shall have the right, at any time, before or during the Event, to require Tenant to immediately cease any activity or the Event entirely, if Landlord determines, in its sole discretion, that such activity or the Event is adversely disruptive to the operations of tenants at the Property or Shopping Center (as defined in the Lease) or is likely to cause injury or property damage. Tenant shall be solely responsible for obtaining all permits and approvals required from any applicable governmental authority for the Event, and shall provide Landlord with copies of any such permits or approvals prior to commencing set-up of the Event. Following completion of the Event, Tenant shall clean all trash and debris generated by the Event and restore all areas of the Property affected by the Event to the condition they were in prior to the Event.
2. Tenant shall indemnify, defend and hold harmless Landlord, Management Company, and Landlord’s members, agents, contractors, employees and mortgagees, from and against (i) any and all liability, penalties, losses, damages, costs and expenses, demands, causes of action, claims or judgments arising from any injury to any person or persons (including death) or any damage to any property as a result of the Event or any activities or actions of any persons in connection with the Event, and (ii) all legal fees, expert fees or other professional fees and court charges incurred in connection with any of such matters and the defense of any action arising out of the same. Prior to the Event, Tenant shall furnish to Landlord evidence satisfactory to Landlord that Tenant’s liability insurance, including liquor liability insurance (in amounts and with companies satisfactory to Landlord) shall cover Landlord and Tenant with respect to the risks set forth in this paragraph.

[SIGNATURE PAGE TO FOLLOW]

LANDLORD,

a _____ limited liability company

By: _____

Print name and title

TENANT,

a _____ limited liability company

By: _____

Print name and title