

# HOLD HARMLESS AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between  
\_\_\_\_\_  
(name) (EXHIBITOR),

whose mailing address is \_\_\_\_\_  
(address) (city, state, zip)

and the CULTURAL COUNCIL OF INDIAN RIVER COUNTY, whose address is 2036 14<sup>th</sup> Avenue, Suite 103, Vero Beach, Florida 32960, together with the BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, whose mailing address is 1801 27<sup>th</sup> Street, Vero Beach, Florida 32960, (INDEMNITEES):

### WITNESSETH:

WHEREAS, EXHIBITOR wishes to display art work(s) at **INDIAN RIVER COUNTY COURTHOUSE** (FACILITY), 2000 16<sup>TH</sup> AVENUE, VERO BEACH, FL, from date of delivery/installation of \_\_\_\_\_ to \_\_\_\_\_, date of removal.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. INDEMNITEES agree to allow EXHIBITOR to display its artwork at the FACILITY.
2. EXHIBITOR agrees to indemnify, hold harmless, and defend INDEMNITEES its, agents, employees, and volunteers from any and all claims, demands, damages including but not limited to theft, fire, vandalism, malicious mischief, and liabilities or suite of any kind whatsoever arising from or due to EXHIBITOR'S displays.
3. EXHIBITOR agrees that any cleaning maintenance and/or special security required prior to, during and after removal of exhibits shall be the responsibility of EXHIBITOR.

IN WITNESS WHEREOF, the parties set their hands and seals on the above date.

\_\_\_\_\_  
SIGNATURE OF EXHIBITOR

CULTURAL COUNCIL OF INDIAN RIVER  
COUNTY

By: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF INDIAN RIVER COUNTY, INDEMNITEE

By: \_\_\_\_\_  
Thomas W. Frame, General Services Director  
Authority: BCC Resolution No. 2006-016