

HOLD HARMLESS AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, between

(name) (EXHIBITOR),

whose mailing address is _____
(address) (city, state, zip)

and the BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, whose mailing address is 1801 27th Street, Vero Beach, Florida 32960, (INDEMNITEES):

WITNESSETH:

WHEREAS, EXHIBITOR desires to display art work(s) or other display material at _____(FACILITY) 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 and damages including but not limited to theft, fire, vandalism, malicious mischief, and liabilities or suit 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

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, INDEMNITEE

Richard B. Szpyrka, P.E., Public Works Director
Authority: BCC Resolution No. 2010-092