

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is made the _____ day of _____, 20__ by and between the Huntingdon County Arts Council (hereinafter, "HCAC") and _____ (hereinafter, "Artist"). HCAC and Artist are sometimes individually referred to as "party" and collectively referred to as "Parties".

WHEREAS, Artist desires to use HCAC's property located at the Huntingdon County Arts Center, 313 12th Street, Huntingdon, PA (the "property") to exhibit and/or sell Artist's products, and/or conduct Artist led workshop; and

WHEREAS, in exchange for making the Property available to the Artist for such purposes, Artist desires to hold harmless HCAC from any claims and/or litigations arising out of Artist's use of the property.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, HCAC and Artist hereby agree as follows:

TERMS

Hold Harmless. Upon Artist's use of the Property by any of its employees, agents, invitees and/or volunteers for the purpose specified herein, Artist shall defend, indemnify, and hold harmless HCAC from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Artist, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of Artist's use of Property. This indemnification applies to and includes without limitations, the payment of penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to HCAC for all legal expenses and costs incurred by it.

Authority to enter agreement. Each Party warrants that the individuals who have signed this Agreement have legal power, right, and authority make this Agreement and bind each respective Party.

Amendment; Modification. No Supplement, modification, or amendment of this agreement shall be binding unless executed in writing and signed by both Parties.

Waiver. No waiver of any default shall constitute a waiver of any default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

Attorney's Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which Party is entitled.

Entire Agreement. This Agreement contains the entire agreement between the Party is related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

Artist
BY: _____

Huntingdon County Arts Council
By: _____

Printed Name/Title
