

HOLD HARMLESS AND INDEMNITY AGREEMENT

This Agreement is made on the _____ day of _____, 2003, between the TOWN OF MANGONIA PARK, a Florida municipality, of 1755 East Tiffany Drive, Mangonia Park, Florida 33407, herein referred to as "Town", and _____, having an office at _____, City of _____, County of _____, State of Florida, herein referred to as "indemnitor".

SECTION I

INDEMNIFICATION

In consideration of the Town of Mangonia Park allowing the indemnitor to use the Town Hall facilities the indemnitor hereby agrees to indemnify the Town against any and all liability, loss, or damage the Town may suffer as a result of claims, demands, costs, or judgments against it arising out of the use of the Town Hall arising from any act or negligence of indemnitor or its agents or any other persons or person whomsoever occurring during the time that the indemnitor is using said premises in or about the premises or upon or under the sidewalks, or approach areas around said premises.

Should it become necessary for the purpose of resisting, adjusting or compromising and claims or demands arising out of the subject matter with respect to which indemnification is provided by this agreement, or for the purposes of enforcing this agreement, for the Town to incur any expenses, or become obligated to pay any attorney's fees or court costs, the indemnitor agrees to reimburse the Town for such expenses, attorney's fees or costs within reasonable time after receiving written notice from the Town of the incurring of such expenses, attorney's fees or costs.

IN WITNESS WHEREOF, the parties have executed this Agreement of the date first above written.

Signed, sealed and delivered
In the presence of:

TOWN OF MANGONIA PARK

By: _____
Town Manager

INDEMNITOR

By: _____
Organization: _____