

INDEMNITY, HOLD HARMLESS, AND INSURANCE AGREEMENT

This form must be returned to the Director of Property and Records

Indemnity, Hold Harmless, and Insurance Agreement dated _____, 20____, by ("User" or "User Group") in favor of **WOODS MEMORIAL PRESBYTERIAN CHURCH OF SEVERNA PARK, MARYLAND** ("Church").

PREMISES:

WHEREAS:

User has requested that it be allowed to use a portion of the property located at 611 Baltimore Annapolis Blvd., Severna Park, MD 21146 ("Property") as more fully set forth in the Room Request (Building Use) Form submitted by User to the Church ("Proposed Use"); and

Church, reserving the right to condition use in any way it sees fit and to cancel use at any time, has agreed to said request on the condition that User agree to the terms and conditions set forth below.

NOW THEREFORE, in consideration of these premises and for other good and valid consideration, the receipt of which is hereby acknowledged, the User agrees as follows:

1. Use of Property. User has inspected the Property and has determined that it is suitable for the Proposed Use. In making that determination, User has not relied on any representations or warranties of Church or its members, employees, tenants, or any persons having an ownership or other interest in the Property. User accepts the Property "AS IS WHERE IS."

2. User Group's Indemnity. Defense and Hold Harmless Obligations. **Group assumes full liability and releases Church from any and all claims and damages arising out of or in connection with the use of the Property or the use of the Property by any persons allowed (invited or not) on the Property by Group. Group shall to the fullest extent permitted by law defend, indemnify, and hold harmless Church and its members, guests, employees, tenants, and any persons having an ownership or other interest in the Property from and against any and all alleged or actual claims, losses, suits and damages (including attorney's fees and legal expenses) arising out of or in any way connected with such alleged or actual claims, losses, suits or damages. This provision shall survive the Church's withdrawal of permission to use the Property and Group's discontinuance of use of the Property.**

3. User Group's Insurance Obligations. As a condition of its use of the Property, User shall name Church and its members, employees, tenants, and any persons having an ownership or other interest in the Property as additional insureds under a liability insurance policy valued at \$1,000,000 per occurrence and containing other terms and conditions acceptable to Church in its sole discretion. Policies required hereunder shall contain a provision that the insurance will not be canceled, materially changed, or not renewed without at least thirty (30) days' advance written notice to Woods Memorial Presbyterian Church, c/o Director of Property and Records, 611 Baltimore Annapolis Blvd., Severna Park, MD 21146. As an additional condition, User shall furnish the Church with proof of a valid insurance policy simultaneous with the signing of this document. **If User does not carry insurance, provision 1 and 2 above still apply, and User agrees that they and/or their organization alone shall be responsible for any property damage, personal injury or death that may occur during the use of the premises.**

User and/or organization further states that the individual(s) doing so are authorized to sign this agreement; that I/we understand the terms herein are contractual and not mere recital; and that I/we have signed this document of my/our own free act and volition. I/We further state and acknowledge that I/we have fully informed ourselves of the content of this affirmation, Woods' **Building Use Policy**, and this agreement by reading these documents before signing below.

Signed: _____ Name (print): _____

Date: _____, 20 ____

Organization Name (if applicable): _____