

HOLD HARMLESS AGREEMENT

This HOLD HARMLESS AGREEMENT is made this ___ day of _____, 200_ by and between the Riverside County Transportation Commission (hereinafter, "RCTC") and _____ (hereinafter, "Vendor"). RCTC and Vendor are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Vendor desires to use RCTC's property located at _____ (the "Property") to sell food and/or beverage products; and

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

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

TERMS

1. **Hold Harmless.** Upon Vendor's use of the Property by any of its employees, agents, invitees and/or volunteers for the purposes specified herein, Vendor shall defend, indemnify, and hold harmless RCTC 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 Vendor, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of Vendor's use of the Property. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and any reimbursements to RCTC for all legal expenses and costs incurred by it.

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

3. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement

shall be binding unless executed in writing and signed by both Parties.

4. **Waiver.** No waiver of any default shall constitute a waiver of any other 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, estoppel, or otherwise.

5. **Attorneys' 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 the Party is entitled.

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

VENDOR

By: _____
Executive Director

By: _____

Printed Name

Title (if applicable): _____