

## Hold Harmless Agreement

This Hold Harmless and Indemnification Agreement is entered into by and between \_\_\_\_\_\_, hereinafter "Promisor", and Victory Life Church, hereinafter "Promisee", on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in Fruita, Colorado.

## <u>Recitals</u>

Promisor desires to rent Promisee's premises and building, located at 2066 Hwy 6 & 50, Fruita, Colorado, for an event to be held on \_\_\_\_\_\_. The intent of this Agreement is to indemnify Promisee from any claims arising from and related to Promisor's use and rental of these premises.

## **Agreement**

FOR VALUBLE CONSIDERATION, the receipt of which is hereby acknowledged, Promisor and Promisee agree as follows:

Promisor will indemnify and hold harmless Promisee from any and all claims, actions, and judgments, including all costs of defense and attorney's fees incurred in defending against same, arising from and related to Promisor's use and rental of the premises located at 2066 Hwy 6 & 50, Fruita, Colorado 81521. Promisor's actions include the acts of Promisor's agents and employees.

Promisee shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment, and in such event Promisor shall indemnify and hold harmless Promisee for any such claims paid, including Promisee's reasonable attorney's fees incurred resulting from such claim.

Updated March 20, 2019

In the event any claim or suit is brought against Promisee within the scope of this Agreement, Promisor shall pay for legal counsel chosen by Promisee to defend against same.

This Agreement shall encompass claims resulting from any independent contractors hired by Promisor as independent contractors.

In the event either party files suit in a court of law to interpret or to enforce the terms of this Agreement, the party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against any third party claim, to its reasonable legal fees and costs incurred in such action to interpret or enforce the terms of this Agreement.

This Agreement shall be interpreted under the laws of the State of Colorado.

**Promisor Name** 

Signature of Promisor or Promisor's representative

Victory Life Church,

Signature of Promisee or Promisee's representative