

COUNTY OF ROCKINGHAM
Department of Public Works
P.O. Box 1252
Harrisonburg, VA 22803
540-564-3008 (office) 540-578-1315 (cell)
540-564-3048 (fax)

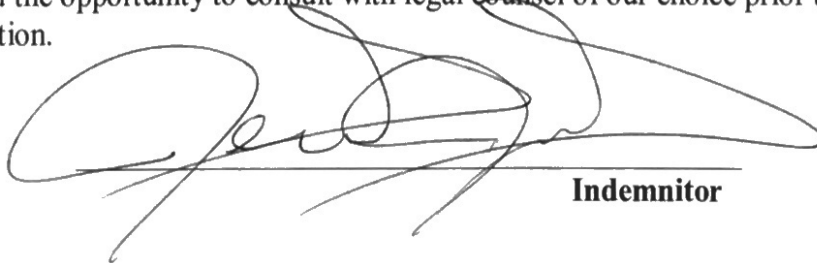
INDEMNIFICATION

We, Harrisonburg Downtown Renaissance, ("Indemnitor") in consideration of the County of Rockingham, Virginia ("Indemnitee") allowing the Indemnitor to use the Court House Grounds Area, ("property", (dates) 10/20-10/22 from 12pm-9pm 10/20; 12pm-9pm 10/21; 12pm-9pm 10/22 for lighting installation, do hereby release and forever discharge Indemnitee from any and all claims, demands, actions, or causes of action, of any kind whatsoever which we might have, or could hereafter have on account of or in anyway growing out of personal injuries and property damages which may result at any time. In addition, Indemnitor hereby covenants and agrees to, and does hereby, indemnify and save Indemnitee harmless from and against any and all claims for death, injury or property damage which may occur upon the aforesaid property, to any persons whomsoever or entities whatsoever while the property is in the possession of or being used by the Indemnitor.

In addition, Indemnitor agrees to obtain public liability insurance covering the aforesaid property in its or their use, which policy shall be for an amount of at least \$1,000,000 for death or injury, and at least \$100,000 for property damage, which policy of insurance shall name the Indemnitee as an additional insured there under, and Indemnitor agrees to maintain said policy at its or their sole cost and expense in full force and effect during its or their possession of the property, and shall furnish Indemnitee with a copy of such insurance coverage, or with a certificate of the company issuing such insurance, certifying that the same is in full force and effect.

The undersigned understands and agrees that this indemnity is executed in order to persuade the Indemnitee to allow the undersigned to use the property for the purpose and during the time agreed upon between the parties.

We have read all of the terms of this indemnity and acknowledge that it has been voluntarily entered into with full knowledge and understanding of its contents. Further, there is absolutely no agreement on the part of any persons or entities to make any payment or to perform any act or thing other than the use of the property for the purpose and the time herein stated. We also acknowledge that we have had the opportunity to consult with legal counsel of our choice prior to the execution of this indemnification.



Indemnitor

Rockingham County, Indemnitee