

## HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between \_\_\_\_\_, hereinafter "Promisor," and Rockford Rescue Mission, hereinafter "Promisee," on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, in Rockford, Illinois.

Promisor desires to use and/or rent Promisee's premises and building, located at 625/715 West State Street, Rockford, Illinois, 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 or rental of these premises.

### Agreement

FOR VALUABLE 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 the same, arising from and related to Promisor's use and/or rental of the premises located at 625/715 West State Street, Rockford, Illinois. Promisor's actions include the acts of Promisor's agents and employees.

Promisor shall be entitled in its reasonable discretion, to settle claims prior to any 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.

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.

In the event either party files suit, or a third party files suit against either the promisor or promisee, the promisor agrees to pay any legal fees and costs incurred.

This Agreement shall be interpreted under the laws of the state of Illinois.

\_\_\_\_\_  
Sherry Pitney, Executive Director, Rockford Rescue Mission

\_\_\_\_\_  
(Name of Organization/Individual)

\_\_\_\_\_  
(Signature, Title)

\_\_\_\_\_  
(Date)