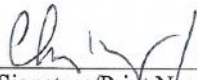


Hold Harmless Agreement

To the fullest extent allowed by law, Palm Beach Rotary Foundation shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, hereinafter referred to as the Town, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of every kind and character in connection with, or arising directly or indirectly out of or related to the Palm Beach Rotary Foundation and MSPBA Veterans Day Flags for Heroes event on November 8, 2022 through November 18, 2022, which includes event set-up and take down associated with said event. Without limiting the generality of the foregoing, Palm Beach Rotary Foundation's indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or any regulation, or order of any court. Palm Beach Rotary Foundation agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Palm Beach Rotary Foundation sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Palm Beach Rotary Foundation indemnities shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Palm Beach Rotary Foundation acknowledges and agrees that the Town would not enter into this agreement without this indemnification of the Town by Palm Beach Rotary Foundation, and that Town's entering into the agreement shall constitute good and sufficient consideration for this indemnification. Nothing in this agreement shall be construed to affect in anyway the Town's rights, privileges and immunities as set forth in Florida Statute 768. 28.

Palm Beach Rotary Foundation


Signature/Print Name

5/19/22
Date

Witness


Signature/ Print Name

5/19/2022
Date