

**770 TAMALPAIS DRIVE, INC.
TOWN CENTER CORTE MADERA**

HOLD HARMLESS AGREEMENT

Common Area user (Indemnitor”) shall indemnify, defend, protect and hold harmless, Town Center Corte Madera, and their owners, managers, agents, and employees (“Indemnitees”) from and against any and all losses, penalties, costs (including attorney's fees), damages, expenses and liabilities (including statutory liability and liability under Workers' Compensation laws) of any kind which may be brought or imposed upon Indemnitor in connection with claims for damages as a result of injury or death of any person and/or property damage to any property which arises from or in any manner grows out of the use of the Common Area, or any area of Town Center Corte Madera.

In the event any action, suit or proceeding is brought against Indemnitee by reason of any such occurrence, Indemnitor, upon Indemnitee’s request, will at Indemnitor’s expense resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated either by Indemnitor or by the insurer whose policy covers the occurrence and in either case approved by Indemnitee. The obligations of Indemnitor under this agreement shall survive the termination or cessation of events to be conducted in accordance with the use of any of these areas.

Organization: _____

Signature of Authorized Representative: _____

Title: _____ Date: _____

*** RETURN SIGNED HOLD HARMLESS AGREEMENT TO TCCMcommunityroom@colliers.com ***