



## **Hold Harmless Agreement**

**Dates of Event: October 5, 6 & 7, 2018**

### **1 Notice and Scope**

THIS HOLD HARMLESS AGREEMENT (“Agreement”) is made and entered into at the time of its signing, and shall be in effect for the period leading up to, during, and after the 2018 Southlake Oktoberfest Festival, by the participating party (hereinafter referred to as the "Participant"), and the Southlake Chamber of Commerce (hereafter referred to as the “Chamber”).

WHEREAS, the Participant desires to participate in the 2018 Southlake Oktoberfest Festival;

WHEREAS, the Participant and the Chamber desire to set forth in writing the terms and conditions of their agreements and understandings with respect to these covenants that shall dictate and control the terms of participation in the 2018 Southlake Oktoberfest Festival.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and as a condition of the Participants attendance and involvement in the 2018 Southlake Oktoberfest Festival, the Participant hereby acknowledges and agrees with the Chamber’s requirements and disclosures as follows:

### **2 Indemnification**

By signing this document you agree to hold harmless and indemnify the Southlake Chamber of Commerce; the City of Southlake, Texas; Town Square Ventures, L.P.; Town Square Ventures II, L.P.; Inland Southwest Management, L.L.C.; Cooper & Stebbins, L.P.; Brownstones at Town Square; L.P., SLTS Land, L.P.; SLTS Grand Avenue, L.P.; Hobbs and Curry Family Limited Partnership; their respective partners and affiliated companies; and each of the foregoing parties’ respective directors, officers, employees, independent contractors, and agents (collectively, the “Indemnitees”, or individually, an “Indemnitee”) from and against any and all claims, causes of action, and/or liabilities of every kind (collectively, “Liabilities”) for injury to, or death of, any person or persons or for damage to, or loss of, personal property arising out of or attributed, directly or indirectly, to my activities on or around Southlake Town Square in

connection with the Southlake Oktoberfest 2018 Festival, even if the Liabilities are caused in whole or in part by the negligence of any Indemnitee.

This means that if you cause damage to yourself, others, their property, your own property, to public or private property, including that owned by the City of Southlake, you are solely responsible for those damages. Further, you are responsible for all of your property from theft or damage from others. The Chamber of Commerce and the aforementioned parties are not responsible for your property.

By signing this agreement you agree to assume all risks involved with your activities on or about Southlake Town Square and any other areas, such as designated parking locations, in connection with the Southlake Oktoberfest 2018 Festival.

### **3 Attorneys' Fees**

If either party to this Agreement shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney fees and costs incurred in bringing such suit and/or enforcing any judgment granted therein, plus interest at the legal rate from the date of accrual of such fees and costs, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

### **4 Reasonableness of Restrictions**

Participant has carefully read and considered the provisions hereof and, having done so, agrees that the restrictions set forth herein (including, but not limited to, the time periods of restriction in each of such paragraphs and the geographical area of restriction set forth in herein) are fair and reasonable and are reasonably required for the protection of the interests of the Chamber.

### **5 Burdens and Benefit**

This Agreement shall be binding upon, and shall inure to the benefit of, the Participant and the Chamber, and their respective successors and assigns. The Participant shall NOT have the right to assign its rights hereunder to any successor in interest, whether by merger, consolidation, sale of assets, or otherwise.

### **6 Choice of Law and Venue**

It is understood and agreed that the construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Texas, without giving effect to the conflict of laws provisions thereof.

**7 Severability**

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of any one or more of the other provisions hereof.

**8 Entire Agreement and Amendments; Term**

This Agreement contains the entire agreement and understanding by and between the Participant and the Chamber with respect to the covenants contained herein, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or will be deemed a valid waiver of such provision at any other time.

IN WITNESS WHEREOF, the Participant has duly executed this Agreement as of the day and year as signed and dated or to apply during the period of the Festival as described in the first paragraph of this agreement.

**Participant**

\_\_\_\_\_  
Print name of responsible party

\_\_\_\_\_  
Name of Company (optional)

\_\_\_\_\_  
*Signature*

Date: \_\_\_\_\_, 2018