

Indemnification Agreement

This Agreement of Indemnification dated _____ between _____ (Indemnitor) and the Hardy County Convention and Visitors Bureau (Indemintee).

For Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the Indemnitor agrees to indemnify and save harmless the Hardy County Convention and Visitors Bureau and its successors and assigns from any claim, action liability, loss, damage or suit arising from the following:

When any claim is asserted, Indemnitee shall provide Indemnitor with reasonably timely notice of same in writing. Thereafter, Indemnitor shall at its own expense defend, protect and save harmless the Hardy County Convention and Visitors Bureau against said claim or any loss or liability resulting therefrom.

Should Indemnitor fail to so defend and/or indemnify and save harmless, then, in such case the Hardy County Convention and Visitors Bureau shall have full rights to defend, pay or settle said claim on their own behalf without notice to Indemnitee for all fees, costs, and payments made or agreed to be paid to discharge said claim. Indemnitee agrees to pay all reasonable attorneys' fees necessary to enforce said indemnification.

This agreement shall be unlimited as to amount or duration, and it shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal agents and representatives.

Signed under seal this ____ day of _____, 20__

Indemnitor: _____ (Please print)

By: _____ (Signature)

Title: _____

State of West Virginia, County of: Hardy

Taken, sworn to and subscribed before me this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public: _____