

AGREEMENT

This Indemnification, Defense and Hold Harmless Agreement (“Agreement”) is entered into by and between the Greater Brighton Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado (“Fire District”), and _____ (“Renter”). The Fire District and the Renter shall be referred to collectively as the “Parties”, and individually as a “Party”.

I. RECITALS

WHEREAS, the Renter wishes to enter into a Community/Conference Rooms Use Agreement (“Use Agreement”) with the Fire District, which authorizes the Renter to use a conference/community room(s) owned by the Fire District.

WHEREAS, Section 15 of the Use Agreement requires the Renter to enter into this Agreement to be afforded the benefits of renting the District's Community/Conference Rooms without the need to obtain additional insurance at the Renter's cost; and

WHEREAS, Renter wishes to be relieved of additional insurance obligations imposed by the District, and enter into and be bound by the terms and conditions set forth in this Agreement; and

WHEREAS, the Fire District is willing to relieve the Renter of additional insurance obligations in exchange for the Renter entering into and being bound by the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree:

II. AGREEMENT

A. Indemnification, Defense and Hold Harmless Obligations. The Renter shall indemnify, defend and hold harmless the Fire District, and its Directors, officers, employees, volunteers, agents and representatives (collectively, the “Fire District” for purposes of this Section II(A)) with respect to any and all claims, actions, suits, proceedings, costs, expenses, damages or liability (including all reasonable attorneys’ fees, costs and expenses) arising from or relating in any manner whatsoever to the use of the Fire District’s conference and/or community room(s), entry upon the Fire District’s property, or any act or omission relating directly or indirectly to the Use Agreement by the Renter, or any employee, volunteer, agent representative, guest or invitee of the Renter. The Fire District shall have the sole and exclusive right to select legal counsel to represent it in defense of any claim, action, suit or proceeding coming within this Section II(A).

B. Release of Insurance Obligations. In exchange for Renter’s indemnification, defense and hold harmless obligations set forth in Section II(A), above, the Fire District releases the Renter from having to obtain any additional insurance in order to be afforded the opportunity to use the District's Community/Conference Rooms..

C. Additional Terms and Provisions.

(1) This Agreement is the entire agreement between the Parties related to the subject of this Agreement and there are no oral or collateral agreements or understandings related to the subject of this Agreement.

(2) This Agreement may only be amended by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of one or more breaches of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement.

(3) This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and assigns. Otherwise, this Agreement is not intended to, and shall not, confer rights on any person or entity not a party to this Agreement.

(4) This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Notwithstanding any conflicts of law provision, jurisdiction and venue shall lie exclusively in the Adams County District Court.

(5) The Parties understand and agree that the Fire District, and its Directors, officers, employees, volunteers and agents, are relying on, and by this Agreement do not waive rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Fire District, and its Directors, officers, employees, volunteers and agents.

(6) This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

(7) In any dispute arising from or relating to this Agreement, the prevailing party shall be awarded its/his/her reasonable attorneys' fees, costs and expenses, including any reasonable attorneys' fees, costs and expenses incurred in collecting upon any judgment, award or order.

**GREATER BRIGHTON FIRE
PROTECTION DISTRICT**

By: _____
Title: _____
Date: _____

RENTER:

By: _____

STATE OF COLORADO)
(CITY AND)) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by
_____.

WITNESS my hand and official seal.

[SEAL]

Notary Public

My commission expires: _____