

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement (the "Agreement")
dated this ___ day of _____, 20___, executed by

(print your name)

in favor of Carol's Ferals ("Carol's Ferals"), a nonprofit corporation.

WHEREAS, The Indemnitor has entered into a Lease Agreement with Carol's Ferals to use traps, cages, and/or carriers for the purpose of trapping feral cats.

WHEREAS, as a condition of leasing said traps, cages, and/or carriers, the Indemnitor has agreed to provide this Indemnification and Hold Harmless to Carol's Ferals.

NOW, THEREFORE, in consideration of valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Indemnitor agrees:

1. Indemnification and Hold Harmless: The Indemnitor covenants and agrees that it will indemnify, defend, and hold harmless Carol's Ferals, its employees, volunteers, board members, agents, consultants, legal counsel, from any and all claims, including bodily injury or property damage, liabilities, losses, damages, fines, costs, fees, and expenses, including attorney's fees and costs (at both the trial and appellate levels) arising out of or in any way relating to the Indemnitor's activities while using the leased equipment including, without limitation claims of third parties for property damage or for bodily injuries and any and all expenses or obligations including reasonable attorney's fees and costs.
2. Insurance: The Indemnitor hereby represents to Carol's Ferals that it has obtained liability insurance covering both damage to persons and property incurred during the use of the equipment, and that said insurance policy is in full force and effect and shall not be cancelled during the lease term.
3. Successors or Assigns: This Agreement shall be binding on the Indemnitor's successors, assigns, or heirs and run in favor of Carol's Ferals' successor and assigns.

Executed by Indemnitor: _____

(you sign)