

INDEMNITY AND
HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this _____ day of _____, _____,
by and between the Rotary Club of _____, located at
_____, _____, New Jersey (hereinafter
referred to as the "Club") and Rotary District 7490 Walter D. Head Foundation, a.k.a. Walter D.
Head Foundation for International Understanding, Inc. (hereinafter referred to as the "WDH"),

W I T N E S S E T H:

WHEREAS, the Club is a Rotary Club in good standing within Rotary District 7490; and

WHEREAS, WDH is the charitable foundation established for Rotary District 7490 of
which the Club is a member; and

WHEREAS, the Club has requested the assistance of WDH in connection with the
following event being undertaken by the Club

_____;

NOW, THEREFORE, in consideration of the mutual promises and conditions
hereinafter contained, the parties agree as follows:

1. WDH hereby consents to act as the sponsor for the following event being
undertaken by the Club:

2. All proceeds and disbursements for the foregoing event shall be deposited with
and disbursed by WDH. WDH shall not be obligated to expend any of WDH's

monies in connection with the foregoing event. Any and all deposit monies or other up-front payments shall be the sole responsibility of the Club. All proceeds in connection with the foregoing event shall be made payable to WDH and shall be furnished to the WDH Treasurer for deposit into an account designated for the foregoing event. Any disbursements shall be paid solely from proceeds to be deposited with WDH furnished by the Club. All disbursements made by WDH in connection with the foregoing event shall be consistent with WDH's tax exempt status as a 501(c)(3) tax-exempt organization. Any net proceeds from the foregoing event shall be used solely for an exempt purpose.

3. The Club agrees to indemnify, defend and hold WDH and its officers, agents, members, servants, employees and assigns harmless from any and all liability, demands, claims, suits, losses, injuries, damages, judgments, expenses, costs and reasonable attorney's fees arising out of or resulting from sponsoring the aforesaid event, including any and all liability, claims, demands, damages, judgments, expenses and costs of any kind resulting from the acts or omissions from any guest, participant, visitor or other person in connection with the aforesaid event.
4. In addition, unless waived in writing by WDH, the Club shall provide to WDH a Certificate of Insurance specifically naming the WDH as an additional insured, providing general liability, bodily injury and property damage coverage in an amount of not less than \$1,000,000.00 for personal injury per person and \$500,000.00 for property damage, together with statutory Workers Compensation

coverage (if applicable) issued by an insurance company authorized to do business within the State of New Jersey, or such other coverage amounts as may be specified by WDH.

5. The Club shall act as the guarantor under any contract between any vendor and WDH in connection with the foregoing event. Any such contract shall contain a provision pursuant to which the vendor waives any recourse against WDH, its officers, agents, members, servants, employees and assignees. The Club shall be responsible for any and all obligations under said contracts. Any such contracts shall be subject to the review and approval by WDH.
6. WDH shall be responsible for providing a written acknowledgment to any donor of charitable contributions of \$500.00 or more in connection with the aforesaid event, provided WDH is provided with the name and address of said donor.
7. The Club shall reimburse WDH an administration fee for sponsoring the foregoing event in accordance with the following schedule:
 - \$250.00 minimum fee up to \$10,000 of receipts
 - \$500.00 fee for receipts over \$10,000 up to \$25,000
 - \$750.00 fee for receipts over \$25,000 up to \$50,000
 - \$1,000.00 fee for receipts over \$50,000 up to \$100,000
 - \$1,000.00 plus 1% of receipts over \$100,000

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

ATTEST:

ROTARY CLUB OF _____

Secretary

By: _____
President

WITNESSED

**ROTARY DISTRICT 7490 WALTER D HEAD
FOUNDATION**

Secretary

By: _____
Chairperson