

INDEMNITY AND HOLD HARMLESS AGREEMENT

This Indemnity and Hold Harmless Agreement (the "Agreement") is entered into as of the ____ day of _____, 2021 by and between Clarion Events, Inc., acting through its Fire Department Instructors Conference ("FDIC") and *Fire Engineering Magazine* divisions ("Clarion Events, Inc.") on the one hand, and Greenfield Fire Territory, ("Greenfield Fire Territory") on the other.

In consideration of the promises and premises set forth in this Agreement, Greenfield Fire Territory hereby agrees to allow Clarion Events, Inc. to use Greenfield Fire Territory, located at 210 W. New Rd., Greenfield, IN 46140 ("Greenfield Fire Territory Facilities") from July 29, 2021 to August 6, 2021 for the purpose, among others, of conducting Commercial Fireground Operations training and other fire training exercises. Clarion Events, Inc. and Greenfield Fire Territory agree as follows in relation to Clarion Events, Inc.'s use of the Greenfield Fire Territory Facilities:

1. Clarion Events, Inc. will defend, indemnify, and hold harmless Greenfield Fire Territory from and against any claim or liability asserted or alleged by a third party for personal injury or for property damage which Greenfield Fire Territory has to pay or to assume, to the extent caused by Clarion Events, Inc.'s breach of any legal duty or obligation imposed by this Agreement or by any rule of law whatsoever. Clarion Events, Inc. further agrees to indemnify and hold harmless Greenfield Fire Territory from and against any loss or damage to the Greenfield Fire Territory Facilities used by Clarion Events, Inc., except ordinary wear and tear, to the extent such loss or damage is caused by Clarion Events, Inc. operations.

2. If Greenfield Fire Territory is presented with any claim which might be covered by this Agreement, Greenfield Fire Territory shall notify Clarion Events, Inc. promptly. If such claim is covered by this Agreement, the expense of defense and settlement of such claim shall be borne by Clarion Events, Inc. Greenfield Fire Territory may participate in such defense and any settlement offers, but such participation shall be at Greenfield Fire Territory own expense. Clarion Events, Inc. shall be relieved of the duties imposed by this Agreement to the extent that Greenfield Fire Territory failure to comply with the notice requirements of this Agreement prejudices Clarion Events, Inc.'s ability to defend or settle any claim covered by this Agreement.

Clarion Events, Inc. _____,
acting through its "FDIC" and
Fire Engineering Magazine divisions

Greenfield Fire Territory

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____