

INDEMNITY AND HOLD HARMLESS AGREEMENT

This Indemnity and Hold Harmless Agreement (the "Agreement") is entered into as of the _____ day of _____, 2024 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 the Greenfield Fire Department ("Greenfield Fire Department") on the other.

In consideration of the promises and premises set forth in this Agreement, Greenfield Fire Department hereby agrees to allow Clarion Events, Inc. to use the Greenfield Fire Department located at 210 West New Road Greenfield, IN 46140 ("Greenfield Fire Department") from April 11, 2024 to April 20, 2024 for the purpose, among others, of conducting fire training exercises. Clarion Events, Inc. and the Greenfield Fire Department agree as follows in relation to Clarion Events, Inc.'s use of the Avon Facilities:

1. Clarion Events, Inc. will defend, indemnify, and hold harmless the Greenfield Fire Department from and against any claim or liability asserted or alleged by a third party for personal injury or for property damage which the Greenfield Fire Department 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 the Greenfield Fire Department from and against any loss or damage to the Greenfield Fire Department 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 the Greenfield Fire Department is presented with any claim which might be covered by this Agreement, the Greenfield Fire Department 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. The Greenfield Fire Department may participate in such defense and any settlement offers, but such participation shall be at the Greenfield Fire Department's own expense. Clarion Events, Inc. shall be relieved of the duties imposed by this Agreement to the extent that the Greenfield Fire Department's 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 Department

By: 

By: _____

Name: David Rhodes

Name: _____

Title: Education Director FDIC

Title: _____