

AGREEMENT OF INDEMNIFICATION
Food Trucks

THIS AGREEMENT OF INDEMNIFICATION is made by _____

_____,
its successors, assigns, subsidiaries and/or affiliates (hereinafter referred to as "Indemnitor") for the benefit and protection of Lake Padgett Estates Independent Special District, its employees and directors, both individually and in their capacity as board members and officers, and its property management company, Rizzetta & Company, Inc., its directors, officers and employees, and its insurer (hereinafter collectively referred to as "LPEISD");

WHEREAS, The Indemnitor has requested the use of LPEISD's _____ park ("Property") for a (check one) () LPEISD community event () LPEISD private resident event; and

WHEREAS, Indemnitor's event sponsor has signed a Park Reservation Request Form on _____, requesting use of the Property for approximately _____ people; and

WHEREAS, Indemnitor has provided proof of insurance through _____ (Agency) through _____ (Underwriter) (a copy of the coverage highlights attached hereto as Exhibit "A"); and

WHEREAS, Indemnitor has acknowledged receipt of LPEISD's Food Truck Policy attached hereto as Exhibit "B" and agrees to abide by these policies, it is

NOW, THEREFORE, THE INDEMNITOR AGREES in consideration of the use of LPEISD Property under the conditions herein expressed, to hold harmless, protect and indemnify LPEISD from and against any and all liabilities, losses, damages, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by LPEISD as a direct or indirect result of Indemnitor's use of LPEISD Property for the purposes herein described.

AND THE INDEMNITOR FURTHER AGREES Indemnitor will diligently provide for the defense of any action based upon any of the above listed matters; counsel to be selected and/or approved by LPEISD at its sole discretion. If Indemnitor shall fail so to do then The Purchaser may do the same, and may pay, compromise or settle any such items or any claim or demand based thereon if LPEISD deems such actions necessary for the protection of any of its insureds under any policy or of itself; and Indemnitor shall promptly reimburse LPEISD for any payment, expense or expenditure made or incurred in so doing.

AND THE INDEMNITOR FURTHER AGREES for the purpose of carrying out the provisions of the last-mentioned paragraph, Indemnitor does hereby name, constitute and appoint LPEISD its attorney-in-fact to do all things necessary and convenient.

AND THE INDEMNITOR FURTHER AGREES in the event any judgment shall be or shall have been rendered or any process shall be or shall have been issued, based upon any of the Items or any other items growing out of any of the same, under which a sale could be held affecting or purporting to affect said land or any portion thereof, Indemnitor promises and agrees it will satisfy the same and cause the same to be satisfied and discharged of record prior to the occurrence of any such sale.

AND THE INDEMNITOR FURTHER AGREES any litigation between the Parties shall be exclusively venued in the state or federal courts located in Pasco County, Florida, which shall have exclusive jurisdiction over the subject matter of the action and of the Parties.

AND THE INDEMNITOR FURTHER AGREES, if suit shall be brought to enforce this Agreement, Indemnitor will pay the attorneys' fees and costs of LPEISD.

AND THE INDEMNITOR FURTHER AGREES all of the obligations of Indemnitor hereunder shall be several as well as joint. All of the provisions of this Agreement shall inure to the benefit of and bind the parties hereto and their legal representatives and successors in interest.

IN WITNESS WHEREOF, the Indemnitor has executed this Agreement of Indemnification this ____ day of _____,

INDEMNITOR:

(Signature)
Print Name: _____