

VENTURA DOWNTOWN LIONS CLUB

HOLD HARMLESS AGREEMENT

This Agreement confirms that the Ventura Downtown Lions Club, (herein called the "Transferor") hereby transfers ownership and exclusive possession of the property described as:

(herein called the "Property"), subject to the following terms and conditions:

1. Transferee: The Transferee is identified in the signature line below, on this document.
2. No Warranties: In transferring the Property to the Transferee, the Transferor makes no representation of warranty that the Property is in good, working condition or suitable for the use intended by the Transferee. The Transferor transfers the Property to the Transferee in "As-Is" Condition no warranties as to quality, functionality, or that it will satisfy the Transferee's intended uses for the Property. The Transferee confirms that it takes the Property under no reliance on anything asserted by the Transferor.
3. Hold Harmless: At the point where the Transferee takes possession of the Property, the Transferee shall not assert any sort of claim against the Transferor for breach of any kind including, but not limited to breach of warranty or merchantability, or for any failure of the above-stated property. The Transferee assumes all risk of owning and holding the Property and will defend, indemnify and hold the Transferor harmless from any claim, injury or damage which may arise out of the Transferee's use of the Property.
4. Consideration: The Transferor would not enter this Agreement without its reliance on the Transferee's promises as set forth herein. Therefore, the Transferor and the Transferee each agree that the terms and conditions set out in this Agreement are based on fair, mutual, and adequate consideration.

Date: _____

The Ventura Downtown Lions Club; by its
Authorized Agent (Transferor)

(Transferee) (printed)