

# VENDOR LIABILITY RELEASE AND INDEMNITY AGREEMENT

## Pomona Fox Theater

The undersigned hereby agrees to the fullest extent permitted by law, that in consideration of Pomona Fox Theater LLC, Pomona Fox Theater Master Tenant LLC, Pomona Fox Concession LLC, Pomona Fox Theater Manager LLC, Best Beverage Catering Inc. and F & B Associates (hereafter "Fox"), permitting the undersigned access onto the property commonly known as Pomona Fox Theater located at 134 W 3<sup>rd</sup> Street, Pomona, CA 91766, the undersigned hereby releases, indemnifies, and holds harmless, the above named and their affiliates, officers, directors, employees, agents, representatives, successors, assigns, parents and affiliates from and against any and all claims, liabilities, causes of action, costs and expenses, including but not limited to attorneys' fees and court costs, arising out of any claim of bodily injury, including death, and/or property damage, and/or claims and demands of whatever nature or character, suffering by the undersigned and/or by any third party in connection with the entry of the undersigned and its employees, agents, and representatives, onto the above referenced facility ("Facility") or arising out of or in connection with any of the Services or the Work Product provided by the undersigned, or any act or omission pursuant to or in breach of this Agreement by its employees, agents or representatives.

By signing this form, the undersigned acknowledges that the undersigned, on behalf of itself and all of its employees, agents, and representatives, has reviewed, understands and agrees to this form, agrees to abide by all applicable safety requirements and governing laws and regulations, and assumes any and all risk by entering the "Facility".

The undersigned furthermore acknowledges receipt of and hereby agrees to abide by, on behalf of itself and all of its employees, agents, and representatives, the Facility Rules and Regulations of Pomona Fox Theater, including no drinking or using of drugs, not entering the venue except to setup, rehearse, or perform. The undersigned agrees to promptly correct or change any action, which in the sole discretion of Fox violates any Rules or Regulations or otherwise creates a hazard to life or property safety at the Facility.

The undersigned hereby certifies to Fox that it maintains all licenses and insurances required of it in order to perform its tasks at the Facility, including but not limited to workman's compensation insurance. The undersigned hereby certifies that it maintains a comprehensive general liability insurance policy with industry standard coverage amounts and that Fox reserves the right to request a copy of any insurances of the undersigned and if requested, the undersigned shall provide an endorsement listing those Fox entities above as additional insured.

The undersigned is responsible for the payment of any and all taxes, licenses, and fees, including but not limited to sales tax for any taxable sale item sold at the property.

The undersigned certifies that it is a company or individual independently contracted by a third party hosting an event at the Facility and in no way is Fox liable to the undersigned for any costs or fees whatsoever, including any costs or fees, damages or otherwise, incurred by the undersigned as a result of Fox's enforcement of its Rules and Regulations. Additionally, because the undersigned is contracted by a third party, it agrees and acknowledges that there is no employment relationship and agrees to defend, indemnify and hold harmless Fox (and their officers, directors, employees, agents, representatives, successors, assigns, parents and affiliates) from and against any and all claims or actions by the Indemnitor's employees or persons performing on behalf of Indemnitor based upon or arising out of the requirements of labor, employment insurance, social security and income tax laws applicable to Indemnitor and any claims related to death, injury, loss or damage to Indemnitor's employees or agents. For the sake of clarity, Indemnitor and Indemnitor's employees or persons performing on behalf of Indemnitor shall not be subject to Fox workers compensation insurance, disability insurance, unemployment insurance, or any other benefits as normally provided to an employee.

The undersigned hereby executes this LIABILITY RELEASE AND INDEMNITY AGREEMENT as of the date below and this Agreement is hereby valid for any and all dates following the date below when the undersigned is present at the Facility.

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

NAME OF SIGNATOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_