

INDEMNIFICATION AGREEMENT

The undersigned entity or individual has been granted permission by the Starkville Main Street Association to use the Green Space located next to Fire Station No. 1.

1. Green Space: The undersigned, Starkville Main Street Association, or its affiliates have been granted a license to operate said Green Space.

As such, the undersigned agrees to indemnify, save and hold harmless, protect and exonerate, Starkville Main Street Association and each of its affiliates, successors and/or assigns, officers, agents, employees, and representatives, both in their official and individual capacity from and against any and all claims, demands, liabilities, suits, actions, damages, losses and fees of every kind and nature whatsoever, including without limitation court costs, investigative fees, expenses and reasonable attorney fees which in any way relate to the undersigned's use of the Green Space.

This indemnification provision shall survive the termination of the permission.

2. Authority: The parties do hereby warrant to the other that it has the full power and authority to enter into this agreement. Each party further warrants with respect to itself that the execution and delivery of this agreement shall not (a) violate any provision of any applicable law or any judgment, writ, injunction, order or decree of any court or government authority having jurisdiction over it, (b) result in or constitute a breach or default under any indenture, contract or other commitment or restriction to which it is a party or by which it is bound, and (c) require any consent, vote or approval which has not been given or taken.

In witness whereof, the parties cause the agreement to be duly executed.

Executed this, the ____ day of ____, 2021.

Applicant

Starkville Main Street Association