



## INDEMNIFICATION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on \_\_\_\_\_ (Date),  
between **Tri-Town Construction** (hereinafter "Property Owner") and \_\_\_\_\_ (hereinafter "**Patron**").

The parties hereto covenant and agree as follows:

1. **Patron** consents to holding its \_\_\_\_\_ event ("Event") on \_\_\_\_\_ (Date), including but not limited to 17001 Alico Commerce Ct Suite 401 and Suite 402, Fort Myers, FL 33967. Parking arrangements have been made  at location  at directed location.
2. In exchange for **Property Owner's** consent to the above, the **Patron** agrees to indemnify **Property Owner** and hold **Property Owner** harmless from and against any and all liability, claims, damages, losses, injury, disputes or suits that may be brought by any vendors, guests, invitees or agents of the **Patron**, and against any damages or injury to the real or personal property owned by **Patron** that are directly caused by the presence or activities of any vendors, guests, invitees or agents of the **Patron** at the Event.
3. The parties to this Agreement acknowledge the sufficiency of consideration given under this Agreement.
4. In the event any action or litigation arises from this Agreement, or from the enforcement or breach of this Agreement, **Property Owner's** sole damages shall be limited to direct damages and not incidental or punitive damages, which **Property Owner** recognizes as valuable and sufficient. Venue and jurisdiction shall lie in Lee County, Florida. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
5. No change, modification, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon either party to this Agreement unless reduced to writing and signed by the party or parties against whom enforcement is sought.
6. Both parties hereto participated in the negotiation and preparation of this Agreement and therefore, this Agreement shall not be interpreted against either party, regardless of who is responsible for its preparation.
7. **Patron** has completed the "Clean up Checklist", which is to include such things as putting room back as it was found, garbage taken to the dumpster, all items brought in by **Patron** removed, Property Owner point of contact communicated with on the exit of property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Tri-Town Construction (**Property Owner**) \_\_\_\_\_

\_\_\_\_\_  
(**Patron**): \_\_\_\_\_

***IMPORTANT:*** The information contained herein is intended to be used solely as a guideline. Attorney review is strongly recommended before using this document in a contract. Entities and persons providing this sample language are not responsible for the use of any language used in full or in part from this sample document.