



HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (this “**Agreement**”) is entered into this _____ day of _____, between EASTMARK COMMUNITY ASSEMBLY, INC., an Arizona nonprofit corporation (the “**Assembly**”), and _____, a(n) _____ (“**Vendor**”).

A G R E E M E N T:

WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. **Grant of Use Right.** The Assembly does hereby grant to Vendor the use of space within The Eastmark Great Park® (the “**Premises**”), for Neighborhood Boutique (the “**Event**”) commencing at 10 a.m. on the 7th day of March, 2026, and ending at 2 p.m. on the 7th day of March, 2026. Set-up may begin at 8:00 a.m. and clean-up must be completed by 3:00 p.m.

2. **Limitation on Liability.** The Assembly shall not in any manner, or for any cause, be liable or responsible to Vendor for any injury, loss of life, or damage to Vendor or its agents, employees or contractors or to any goods or other property brought upon the Premises by Vendor, and Vendor hereby waives as against the Association any and all suits, claims, damages, losses, costs, and expenses which may be incurred by the Association in connection with such injuries, loss of life or damages. Vendor has inspected the Premises and equipment and assumes the risk of all conditions (dangerous or not) in and about the Premises and the equipment, and waives any and all specific notice of the existence of such conditions.

3. **Indemnification.** Vendor agrees to indemnify and hold and save **Eastmark Community Alliance, Inc., Eastmark Community Assembly, Inc., Eastmark Residential Association, Inc., DMB Mesa Proving Grounds LLC, DMB/Brookfield Eastmark LLC, the City of Mesa, DMB Associates, Inc., DMB Community Life, Inc. and their respective direct and indirect owners, the respective successors and assigns of each of the foregoing, and the respective directors, officers, managers, trustees, trust beneficiaries, agents, employees, and volunteers of each of the foregoing harmless from and against all suits, claims, liabilities, losses, damages, Costs and Expenses arising from the acts, whether negligent or not, or omissions, whether negligent or not, of Vendor, its agents, employees, or contractors, or from the breach of any duty or obligation which is to be performed by Vendor hereunder or in any way connected to Vendor use and occupancy of the Premises.** The term “Cost and Expenses” when used in this Agreement means all costs, expenses and fees of every kind and nature, including without limitation reasonable attorney's fees and all other expenses arising from or connected with threatened or pending actions, suits, claims, demands, or proceedings, including without limitation, court costs and costs of depositions, transcripts, expert witnesses and printing. This indemnity shall survive the expiration or termination of the Agreement.

4. **Standards of Performance.** Vendor shall perform the Services with the standards of care, skill and diligence generally exercised by professionals in the performance of services substantially similar to the Services. Vendor shall comply with all applicable federal, state and local laws, statutes, executive orders, rules, regulations, ordinances and all professional standards, licenses and guidelines governing the performance of the Services. Vendor in carrying its activities on the Premises shall not create a nuisance thereon or act, perform or demonstrate in any manner considered objectionable to the Assembly's

employees, customers or Tenants or which shall in any manner be dangerous or calculated or likely to cause injury to any person or property or result in fire or any other damage to the Premises.

5. Assembly's Rights. The Assembly reserves the right to prohibit any and all activities on the Premises, which, in its sole discretion, is not appropriate or safe.

6. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Arizona, and the parties agree to jurisdiction in such State.

7. Legal Fees. In the event of any litigation concerning the rights or obligations of the parties to this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including attorney fees.

8. Arbitration. Any dispute between Vendor and the Association may be resolved by arbitration pursuant to the rules of the American Arbitration Association.

9. Captions. Any paragraph titles or captions contained in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement.

10. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or entity may in the context require.

11. Entire Agreement; Amendments. This Agreement represents the entire agreement between Vendor and the Association and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the Assembly and Vendor.

12. Counterparts. This Agreement may be executed in one or more original, facsimile or electronic counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

ASSOCIATION:

EASTMARK COMMUNITY ASSEMBLY,
INC., an Arizona nonprofit corporation

By (printed name): _____

Name (signed): _____

VENDOR:

_____,
a(n) _____

By (printed name): _____

Name (signed): _____