

Hold Harmless Agreement

Property User: Grossmont-Cuyamaca Community College District- Grossmont College

Property location or description: 8902 Highwod Drive, San Diego, CA. 92119, parking lot to use as child pick up point

Property to be used solely for: Emergency pick up for our Child Development Students in case of a campus evacuation

Date(s) property to be used: Only during an emergecny that would require the Child Development Center to be evacuated

Time(s) property to be used: Only during an emergecny that would require the Child Development Center to be evacuated

Liability insurance company: Alliance of Schools for Cooperative Insurance Programs (ASCIP)

Policy number: MOC #142

Combined single limit coverage amount: \$5,000,000.00

In consideration for the permission granted by Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints or other affiliated property owner (the "Property Owner") to use the above-described property, the Property User assumes and accepts, to the fullest extent permitted by law, all risks of injury to itself and its guests, invitees, and licensees, whether to person or property, including but not limited to any injuries caused by the condition of the property, the use of the property by the Property User, or the ordinary negligence of the Property Owner.

The Property User shall use the property for the above-described uses and for no other purposes, unless the Property Owner gives its prior written consent to another use. The Property User shall promptly repair any damage to the property or the

Property Owner's improvements located thereon that are caused by the use of or entry onto the property by the Property User or its guests, invitees, or licensees.

The Property User further agrees, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Property Owner, its affiliates, members, agents, servants, employees, officers, and representatives (the "Indemnitees") from any and all claims for injury or damage, whether to person or property, including damage or injury caused by the ordinary negligence of the Indemnitees, arising or alleged to have arisen out of the condition of the property or the use of the property by the Property User, its guests, invitees, or licensees.

The Property Owner makes no representations as to the fitness of the

property for any particular purpose. The Property User accepts the property as is.

The undersigned represents and warrants that the Property User has currently in effect and will maintain the liability insurance described above, with the Property Owner named as an additional insured, and that the undersigned is duly authorized to execute and deliver this agreement and thereby bind the Property User.

This agreement shall be governed by the laws of the State of Utah, without reference to conflict-of-laws principles. Should any provision of this agreement be deemed unenforceable, the remaining provisions shall continue in force. In any action to enforce this agreement, the prevailing party shall be entitled to its reasonable costs, including attorney's fees.

Date: 11-19-14

Property User: Grossmont-Cuyamaca Community College District- Grossmont College

By: Linda Bertolucci *Linda Bertolucci*

Title: Director, Purchasing & Contracts