

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement ("Agreement") is between ABC COMPANY ("Promisor") and UBM LLC ("Promisee"), and is effective as of DATE, 2013.

Recitals

Whereas, Promisor will host an exhibitor's booth (the "Promisor's Space") at Promisee's DESIGN West 2013 (the "Event") to be held at the San Jose Convention Center in San Jose, CA (the "Venue") between April 20 and April 27, 2013;

Whereas, in connection with Promisor's Space at the Event, Promisor desires to feature its __VEHICLE NAME__ as a promotional and marketing tool for Promisor's Space (the "Vehicle");

Whereas, the parties acknowledge that there is a possibility of damage to the Vehicle and a risk of personal injury to those parties involved in loading and unloading the Vehicle, as well as to those who come in close proximity to the Vehicle;

Whereas, the intent of this Agreement is to indemnify Promisee from claims arising from and related to the Vehicle.

Agreement

For good and valuable consideration, the receipt of which is hereby acknowledged, Promisor and Promisee agree as follows:

1. Promisor understands that the Vehicle will not be allowed at the Event unless Promisor provides sufficient proof of insurance that names UBM LLC, its officers, directors and employees, and the Venue, its officers, directors and employees, as additional insureds with an insurance company reasonably acceptable to Promisee with Commercial General Liability with coverage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and Property Damage and Loss of Income coverage with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance coverage shall provide coverage while the Vehicle is at the Venue. The certificate(s) of insurance are incorporated by reference into this Agreement.
2. Promisor acknowledges that the aforementioned certificate of insurance requirements contained herein shall not be deemed waived, nor shall Promisor be relieved of its obligation to provide such certificate, even if Promisee provides Promisor with the benefits hereunder without having received such certificate from Exhibitor.
3. Promisor or its agents shall obtain appropriate written permission from the Venue to display the Vehicle on-site from April 20 to April 27, 2013.
4. To the extent applicable, Promisor shall obtain all required licenses/permits from any applicable governmental agency.
5. The Vehicle shall be brought on site in accordance with the following requirements set forth by the Venue:
 - (a) Fuel tanks shall contain no more than one gallon of fuel;
 - (b) Tanks cannot be re-fueled or emptied inside the Venue;
 - (c) Fuel tanks must be equipped with a locking gas cap;
 - (d) Battery cables must be disconnected and taped at the end;

(e) A properly tagged set of keys to each vehicle must be left with building safety prior to display; and

(f) No repairs or alterations may be made on vehicles at the Venue.

(g) Promisor must provide fire extinguishers, in appropriate numbers and classifications, while Vehicle is on display.

6. Promisor shall prevent the Event attendees and visitors from coming into physical contact with the Vehicle and prominently display signage around the Vehicle which states "Do Not Touch" or an equivalent warning.

7. Promisor shall keep the Event attendees and visitors a safe distance from the Vehicle.

8. In addition to the *Limitation of Liability and Indemnity* (the "Indemnity") that is included as part of Promisor's exhibitor contract, Promisor agrees to indemnify and hold harmless Promisee from any and all actual claims, loss, liability, damage, including actions and judgments, including all costs of defense and reasonable attorney's fees regarding any issues arising from the Vehicle at Promisee's Event. The preceding Indemnity covers both any alleged or actual physical damage to persons or property from any attendee of Interop.

9. Under no circumstances will Promisee be liable to Promisor for any damage, loss, harm or injury to the person, property or business of Promisor, or any of its visitors, officers, agents, employees, or other representatives, resulting from the Vehicle directly or indirectly.

10. This Agreement and all rights under it will be binding on and inure to the benefit of and be enforceable by the successors and assignees of the parties to the Agreement.

11. This Agreement shall be governed by the laws of the State of New York.

Accepted and agreed to by the parties' duly authorized representatives.

Promisor:

UBM LLC

By: _

By: _

Name:

Name: _

Title:

Title: _

Date: _

Date: _