INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (“Agreement”) is made as of this ____ day of _________________________, 2020, by and between Allegheny East Conference Corporation of Seventh-day Adventists and ____________________________ Seventh-day Adventist Church, as the entities receiving indemnity (hereinafter referred to as the “Indemnitee”), and ____________________________, as the person or entity bound to provide and/or protect the Indemnitee (hereinafter referred to as the “Indemnitor”), and at times the Indemnitee or Indemnitor may be referred to as the “Party({ or may be collectively referred to as the “Parties.”

WHEREAS, the Indemnitor desires and wishes to hold harmless and indemnify the Indemnitee and its successors and assigns from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including but not limited to attorney’s fees, court costs and expert fees) claimed by anyone by reason of injury or damage to persons or property sustained in or around the leased premises as a proximate result of the acts or omissions of the Indemnitee, its agents, successors and assigns or arising out of the operation or actions of the Indemnitee upon or about the leased premises, except when such liability may result from the sole negligence of the Indemnitee, its officers, directors, agents, servants, and/or employees; provided however, that upon the filing of any claim with the Indemnitor for damages arising out of incidents for which the Indemnitee herein agrees to hold Indemnitor harmless, then and in that event the Indemnitor shall notify Indemnitee of such claim and Indemnitee shall have the right to settle, compromise, and/or defend the same.

REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES
This Agreement may be supplemented, amended, and/or modified only by and through the mutual agreement of all parties. No supplement or modification of this Agreement shall be binding unless done so in writing and signed by all parties to this Agreement.

GENERAL WAIVER
The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of the party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

ENTIRE AGREEMENT
This is the entire agreement between the aforementioned parties. It replaces and supersedes any and all oral agreements between the parties, as well any prior writings related to indemnification.
ENFORCEABILITY, SEVERABILITY AND/OR REFORMATION
In the event that any covenant, provision and/or restriction is found by a court of competent jurisdiction to be unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be give effect, and the remainder of the Agreement shall be enforceable as if such provision was not included.

In the event that any court determines that any of the covenants, provisions or restrictions to be excessive in duration or scope or to be unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

GOVERNING LAWS
The validity, construction and performance of this Agreement shall be covered and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts made and to be wholly performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in the Commonwealth of Pennsylvania shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

JURISDICTION AND VENUE
This Agreement is to be construed pursuant to the current laws of the Commonwealth of Pennsylvania. In the event that any dispute shall arise under or in connection with the agreement or related to any matter which is the subject of the agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in the Commonwealth of Pennsylvania.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

FOR ALLEGHENY EAST CONFERENCE CORPORATION OF SEVENTH-DAY
ADVENTISTS AND ____________________________ SEVENTH-DAY ADVENTIST
CHURCH

BY: ____________________________ Date: ______________