



RENTER INDEMNIFICATION AGREEMENT

_____ (renter/user), shall protect, defend, indemnify and hold the Alliance for Quality Education (Permittee) and City of San Diego (City), its elected officials, officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to _____'s (renter/user) officers, employees, agents, contractors, invitees, guests, which arise out of or are in any manner directly or indirectly connected with this rental agreement, or the occupancy, use, development, or maintenance of the portion of the PREMISES (Mira Mesa Senior Center) occupied or otherwise used by _____ (renter/user), including, but not limited to attorney's fees and costs; provided, however, that the duty of _____ (renter/user) to indemnify and hold harmless shall not include established claims or liability arising from the sole negligence or willful misconduct of the Permittee and City, its elected officials, officers, representatives, agents, and employees.

The Permittee and City may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If the Permittee and City choose at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, _____ (renter/user) shall be liable for paying all reasonable costs related thereto, including without limitation, attorney's fees and costs.

By signing below, you certify that you have received a copy of the Renter Indemnification Agreement regarding the use of the Mira Mesa Senior Center. Your signature also certifies that you have read the Renter Indemnification Agreement, and that you agree to be bound by them.

Renter Signature: _____ Date: _____

MMSC Management Signature: _____ Date: _____