

**SAVE-HARMLESS AGREEMENT ENTERED INTO WITH ALL GROUPS, AND INDIVIDUAL  
PERFORMERS USING CENTER FACILITIES**

This Save-Harmless Agreement ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between WEINGARTEN REALTY INVESTORS dba DeVargas Center, hereinafter called "Licensor" and \_\_\_\_\_, hereinafter called "Licensee".

WITNESSETH:

In consideration of the permission by Licensor granted to Licensee to park in the parking lot belonging to Licensor (referred to herein as "premises") and occupying space to be designated within the center interior, for the purpose of setting up and occupying a booth at the 15<sup>th</sup> Annual Women's Health Fair on Saturday, May 3, 2008 between the hours of 8am and 6pm, (event hours are 10am-4pm) the undersigned agree as follows:

1. Licensor hereby permits Licensee the special use of the premises belonging to Licensor provided, however, Licensee (a) shall not use, serve, drink, sell, or keep on the premises alcoholic beverages of any kind whatsoever, and no carnival or amusement rides of any kind shall be allowed on the premises; (b) shall, upon the termination of the Event, return said premises to the same clean condition in which it was found; (c) shall vacate said premises no later than 6:30 o'clock p.m. daily; (d) shall obtain approval from >, or designated agent, for any decorations or furnishings for said premises prior to the installation thereof; and (e) shall not deface, mar or in any way damage the premises, including, but not limited to, the exterior of any building, the parking lot, sidewalks and landscaping. In the event of any damage or destruction to the premises or any portion thereof, Licensee shall be responsible for, and shall repair and replace, at its sole cost and expense any damage to the premises arising from Licensee or its agents, employees, agents, contractors, invitees and customers use and enjoyment of the premises and the rights granted under this Agreement, unless caused by the gross negligence or willful misconduct of Licensor, its agents, employees or contractors.

2. Licensee shall indemnify and hold harmless Licensor and its employees, agents, and contractors from and against any and all liabilities, fines, claims, damages, injuries and actions, costs and expenses (including attorney fees) of any kind or nature sustained by anyone whatsoever arising out of any act or omission, negligence, or neglect of Licensee or its employees, members, guests, servants, agents, or invitees relating to: (i) the special use of the premises; or (ii) arising from any injury or death of any person(s) during the Event at the premises; or (iii) damage to or destruction of property located at the premises.

3. Licensee agrees to pay for any costs or fees that may be imposed by a third party pursuant to any restriction or other instrument which restricts the special use of the premises.

4. Licensor reserves the right to terminate the special use of said premises for the Event upon oral or written notice for any reason whatsoever. Neither party shall have any claims against the other arising out of any such termination regardless of any expense which may have been incurred.

5. Prior to executing this Agreement, Licensor will require Licensee to furnish a Certificate of Insurance providing general liability insurance covering bodily injury or property damage sustained by any person during the period that this Agreement is in effect for the special use of the premises with Licensor named as additional insured. **Please note that upon completion of this Save Harmless, most participants will not be required to provide a Certificate of Insurance.**

6. This Agreement relates only to Licensee's special use of the premises described above for the Event and does not amend, modify or supersede any lease agreement that may exist between Licensor and Licensee for lease space in the above referenced shopping center.

EXECUTED in multiple counterparts, each of which shall have the force and effect of an original on the day and year first written above.

AGREED AND ACCEPTED

WEINGARTEN REALTY INVESTORS

Registering Organization: \_\_\_\_\_

By: \_\_\_\_\_

By: (Printed name) \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**PLEASE SIGN AND RETURN THIS FORM TO:**

Telephone: \_\_\_\_\_

Weingarten Realty Investors  
dba DeVargas Center  
564 North Guadalupe Street  
Santa Fe, NM 87501  
ATTN: Property Manager  
505.982.2655

Fax: \_\_\_\_\_

email: \_\_\_\_\_