

USE AND HOLD HARMLESS AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, by and between Wynncliff, Inc., hereinafter “Wynncliff” and _____ hereinafter “USER”

WHEREAS, Wynncliff is the owner of certain real estate located at 11801 – 11811 Lakeshore Road, Town of Centerville, Manitowoc County, Wisconsin, consisting of approximately 23.1 acres.

WHEREAS, Wynncliff desires to make the property available for use by USER to conduct religious, social and educational overnight conferences and camps for young adults and adults;

NOW, THEREFORE, for good and valuable consideration, receipt acknowledged by both parties, it is hereby agreed as follows:

1. Subject to availability and appropriate scheduling by the parties, Wynncliff authorizes USER to use and occupy the premises described above to conduct religious, social and educational overnight conferences and camps for young adults and adults.
2. USER shall maintain the property in good condition and shall not commit any waste or damage to the property. In the event of any damage to the property caused by USER or any of its guests or invitees, USER shall be solely responsible to repair the condition of the property and shall be repaired as soon as practicable.
3. USER shall maintain liability insurance in an amount acceptable and approved by Wynncliff and shall present a certificate of insurance to Wynncliff and shall name Wynncliff as an additional insured on said policy.
4. USER shall indemnify and hold Wynncliff harmless from and against any and all causes of action, suits, proceedings, damages, and costs that may arise directly or indirectly as a result of USER usage of said property including any claims or damages sustained or caused by any guests or invitees of USER.
5. This Use and Hold Harmless Agreement shall continue until terminated by either party. Either party may terminate this Use and Hold Harmless Agreement by providing Ninety (90) days written notice to the other party.

WYNNCLIFF, INC

USER

By *John Iannitello*

By _____