SECTION 00 4307

HOLD HARMLESS AGREEMENT

THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS, GONZALES HEALTHCARE SYSTEMS AND ALL OF ITS TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES (INCLUDING DEATH) RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH, ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT FOR GONZALES HEALTHCARE EXPANSION ("PROJECT").

THE CONTRACTOR SHALL ALSO DEFEND, INDEMNIFY AND HOLD HARMLESS, GONZALES HEALTHCARE SYSTEMS AND ALL OF ITS TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST CLAIMS BY ANY SUBCONTRACTOR, SUPPLIER, LABORER, MATERIALMAN OR MECHANIC FOR PAYMENT FOR WORK MATERIALS PROVIDED ON BEHALF OF THE CONTRACTOR IN THE PERFORMANCE OF THE CONTRACT AND ALL SUCH CLAIMANTS SHALL LOOK SOLELY TO CONTRACTOR AND NOT GONZALES HEALTHCARE SYSTEMS FOR SATISFACTION OF SUCH CLAIMS.

THIS HOLD HARMLESS AGREEMENT SHALL BE BINDING UPON THE UNDERSIGNED, AND ITS SUCCESSORS, LEGAL REPRESENTATIVES, HEIRS AND ASSIGNS.

DATED THIS \_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

CONTRACTOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF TEXAS

COUNTY OF GONZALES

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_ OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_, A TEXAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ON BEHALF OF SAID\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC, STATE OF TEXAS

END OF SECTION