

SWAP MEET and SALES Indemnity Agreement

THIS INDEMNITY AGREEMENT (the "Agreement" or this "Indemnity Agreement"),
is made and entered into as of this date: ____/____/____
by ,and between(the "Indemnifying Party"),

and

Tennessee Sports Foundation a Tennessee non-profit corporation, with a
registered office located at 3583 Riverside Dr. Jackson, TN 38303 and

WHEREAS:

- a. The Indemnifying Party wishes to conduct sales, swap, exchange of goods or services.
 - b. As a condition of such, the Indemnified Party wishes to be indemnified and held harmless, as more fully set forth in this Indemnity Agreement below.
- In consideration of foregoing, and of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

The Indemnifying Party agrees to indemnify and save the Indemnified Party, and [LIST OF ANY OTHER PARTIES]

harmless from and against any and all claims, liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal fees and expenses) arising out of (i) the acts or omissions of Indemnifying Party, in connection with swap, sales, exchanges of goods and services ; or (ii) any accident, injury or death to persons, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of swap, sales, exchanges of goods and services except to the extent that such damage is due solely and directly to the negligence of the Indemnified Party.

The Indemnifying Party shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing.

