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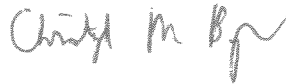
J. Petter Turnquist, CPA
Business Administrator
Warren County School District
185 Hospital Drive
North Warren, PA 16365

RE: Hold Harmless / Indemnification Agreement with Warren County
Fairgrounds Board

Dear Petter:

Enclosed please find the Hold Harmless/Indemnification Agreement that you requested with regard to the District's borrowing of bleachers from the Warren County Fairgrounds Board. Please review the Agreement, and feel free to contact me at your convenience in the event that you have any questions or concerns.

Very truly yours,



Christopher M. Byham

CMB/ame
Enclosure
c: Dr. Robert Towsey
Ms. Jacki Nuttall

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2006,
by and between WARREN COUNTY SCHOOL DISTRICT, a school district organized
under the laws of the Commonwealth of Pennsylvania, with address at 185 Hospital
Drive, Curwen Building, North Warren, Pennsylvania 16365, hereinafter referred to as ---
----- "DISTRICT,"

AND

WARREN COUNTY FAIRGROUNDS BOARD, an entity located in Warren,
Pennsylvania, hereinafter referred to as ----- "COUNTY."

WITNESSETH THAT:

WHEREAS, the District occasionally borrows bleachers from the Board for
school functions, with said bleachers typically being picked up and returned by the
District; and

WHEREAS, the District and Board desire to continue this arrangement, but the
Board desires assurance that the Board will be held harmless and indemnified in the event
that any damage or injury results on account of individuals utilizing the bleachers at
school functions; and

WHEREAS, the Board also desires assurance that the Board will be indemnified
in the event that the bleachers are damaged while in the District's possession.

NOW, THEREFORE, the parties, in consideration of the mutual covenants
herein contained, agree to and with each other as follows:

1. The parties recognize that liability may ensue on account of individuals utilizing the bleachers while the bleachers are in the possession of the District. Because the bleachers are utilized at the request of the District, the District agrees to assume any and all liability, of whatever type, arising out of the utilization of the bleachers while in the District's possession, and (without intending to limit the generality of the foregoing) the District agrees to defend, protect, indemnify and save Board harmless against any and all claims, demands and causes of action arising in favor of any person, on account of personal injuries or death or damage to property occurring, growing out of, incident to, or resulting, directly or indirectly, from the utilization of the bleachers while the bleachers are in the District's possession.

2. The parties further recognize that the bleachers may be damaged while in the District's possession. Because the bleachers are utilized at the request of the District, the District agrees to indemnify the Board for damages that occur to the bleachers while in the District's possession so long as each of the following conditions are satisfied:

A. The Board provides satisfactory evidence that the damages in fact occurred while the bleachers were in the possession of the District.

B. The Board provides the District with written notice of the alleged damages within thirty (30) days of the date on which the alleged damages occurred.

3. Under no circumstances shall the District be liable for normal wear and tear on the bleachers.

4. The parties agree that this Agreement shall be on a year-to-year basis and that the Agreement shall automatically renew at the end of each year unless either party notifies the other party within thirty (30) days of the renewal date of its intention to not renew the Agreement for the upcoming year.

5. There are no understandings between the parties regarding this Agreement other than those set forth in the Agreement, and there have been no promises, inducements or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified or waived only by written agreement signed by both parties.

6. If any paragraph or term of this Agreement is deemed to be unlawful, invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby for themselves, their agents, employees, successors and assigns, have hereunto set their hands and seals the day and year first above written.

ATTEST: (seal)

WARREN COUNTY SCHOOL DISTRICT

Secretary

By: _____

ATTEST: (seal)

WARREN COUNTY FAIRGROUNDS
BOARD

By: _____