

AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY
BETWEEN CITY OF MOSCOW, IDAHO AND
THE MOSCOW URBAN RENEWAL AGENCY

THIS AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY, between City of Moscow, Idaho (hereinafter "CITY") and The Moscow Urban Renewal Agency (hereinafter "MURA"), is made and entered into this 28th day of June, 2013.

WHEREAS, MURA owns unimproved real property at the corner of Sixth Street and Jackson Street in the City of Moscow ("the Premises"); and

WHEREAS, CITY desires to temporarily utilize the Premises for public parking; and

WHEREAS, MURA requires CITY to enter into an agreement with MURA to defend, hold harmless and indemnify MURA, its agents, servants, employees, officers and contractors from any and all claims, causes of action, or damages which may arise from CITY's use of MURA's Premises for the duration of CITY's use;

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, MURA and CITY agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY;

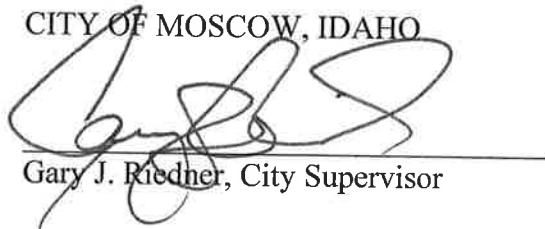
CITY, through its duly and specifically authorized agents, hereby releases MURA and agrees, contracts and covenants not to bring suit and agrees to defend, hold harmless, and indemnify MURA, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by CITY's own agents, officers, employees and representatives to which CITY might otherwise be immune, arising from the event scheduled to occur June 28, 2013 to August 15, 2013, except for claims based upon the sole negligent, intentional acts of MURA.

SIGNED this 28th day of June, 2013.

MURA



CITY OF MOSCOW, IDAHO

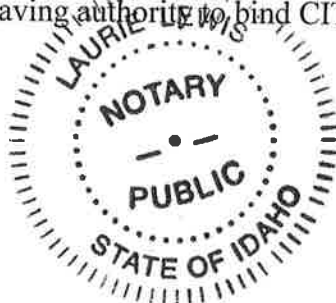


Gary J. Riedner, City Supervisor

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this 28 day of June, 2013, before me, a Notary Public in and for said State, appeared Gary J. Riedner, City Supervisor, known to me to be the person named above and acknowledged that he executed the foregoing document as having been specifically authorized and having authority to bind CITY to this Agreement.

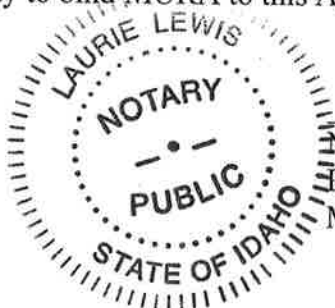


[Signature]
Notary Public for the State of Idaho
Residing at Moscow
My commission expires 8/30/13

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this 28 day of June, 2013, before me, a Notary Public in and for said State, appeared Jeff Jones, known to me to be the person named above and acknowledged that he executed the foregoing document as having been specifically authorized and having authority to bind MURA to this Agreement.



[Signature]
Notary Public for the State of Idaho
Residing at Moscow
My commission expires 8/30/13