

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Release of Liability and Indemnification Agreement ("Agreement") is made by and between **CITY OF MERIDIAN – POLICE DEPARTMENT** ("Applicant") and **The Sundance Company** and **Sundance Investments L.L.P.** (collectively, "Sundance") for the temporary use of THE DIAMOND POINT BUILDING located at **2041 S COBALT POINT WAY, MERIDIAN ID 83642** more particularly reflected on the attached Exhibit A.

1. Use of Property: The Applicant shall use a designated portion of THE VACANT BUILDING AT 2041 S. COALT POINT WAY, MERIDIAN ID 83642 for the purpose of **K-9 AND POLICE ACADEMY TRAINING** during the period beginning **JANUARY 31, 2025** and ending **DECEMBER 31, 2025**.

2. Right to Terminate or Relocate: Sundance reserves the right to terminate this agreement or substitute the property offered for Applicant's use at any time, with or without notice, and without penalty or liability to the Applicant.

3. Indemnification: Subject to the limitations of Idaho law, including Article 8, Section 4 of the Idaho Constitution and the Idaho tort claims act (Idaho Code Section 6-901, et seq.), and to the extent permitted by Idaho law and without waiving any of the defenses, immunities or other protections available thereunder, The Applicant, **CITY OF MERIDIAN – POLICE DEPARTMENT** agrees to defend, protect, indemnify, and hold **Sundance**, its employees, agents, and affiliates harmless from any and all suits, claims, damages, liabilities, or losses, including attorney fees and costs, arising out of or in connection with the Applicant's use of the premises for the aforementioned activities. This indemnification includes, but is not limited to, any injury or death of persons, or damage to property, resulting from the Applicant's acts or omissions.

4. Third-Party Claims: Subject to the limitations of Idaho law, including Article 8, Section 4 of the Idaho Constitution and the Idaho tort claims act (Idaho Code Section 6-901, et seq.), and to the extent permitted by Idaho law and without waiving any of the defenses, immunities or other protections available thereunder, The Applicant further agrees to indemnify and hold Sundance harmless from any and all suits, claims, demands, or liabilities brought by the Applicant's contractors, sub-contractors, volunteers, guests, heirs, successors, or assigns in connection with the event.

5. Acknowledgment: By signing below, the Applicant acknowledges that they have read, understood, and agree to the terms of this Agreement.

6. Applicant agrees to the following special conditions:

1. Upon completion of event, premises will be returned to "tour ready" condition and all items removed, including any refuse.
2. Applicant is financially responsible for any damage or cleaning fees that may result from use of the vacant premises. The first business day after the event, Sundance staff will inspect the suite and inform applicant of any damage or pending fees.

ACKNOWLEDGED AND ACCEPTED

(Applicant)

(Signature)

(Printed Name)

(Title)

(Date)



Exhibit A

(Currently approved area of use highlighted in red)

