

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2023, by and between the **CROSSROADS HOLDINGS LLC**, a Maine limited liability company ("Crossroads" or "Indemnatee"), with a mailing address of P.O. Box 188, Scarborough, Maine 04070-04085, and the **KEENAN AUCTION COMPANY, INC.**, a Maine corporation ("Keenan" or "Indemnatee") and the undersigned ("Indemnitor").

WITNESSETH:

WHEREAS, Crossroads is the owner and redeveloper of "The Downs" located at Scarborough Downs Road, Scarborough, Maine ("The Downs"); and

WHEREAS, the undersigned is the winning bidder of certain property (the "Auction Items") at a food service, lounge, concession and support equipment auction conducted by Keenan Auction Company Inc., at The Downs between May 14, 2023 and May 31, 2023; and

WHEREAS, in connection with the undersigned's disassembly and/or removal of the Auction Items from The Downs, Crossroads and Keenan requires the undersigned to indemnify and hold it harmless from any claims, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of good and valuable consideration the receipt and sufficiency being hereby acknowledged, the parties do hereby agree as follows:

1. **Indemnification and Hold Harmless.** The undersigned hereby agrees to indemnify, defend, and hold harmless Crossroads, and Keenan, their members, managers, employees, guests and invitees, from any liability or injury, loss, accident or damage to any person or property, and from any claims, actions, proceedings, expenses and costs in connection therewith (including, without limitation, reasonable counsel fees and expenses) arising in whole or in part from (i) the omission, faults, willful act, negligence or other misconduct by the undersigned, its employees, contractors, guests or invitees in connection with the disassembly and/or removal of the Auction Items from The Downs; or (ii) the failure of the undersigned to perform and discharge its covenants and obligations under this Agreement; and that all of the effects and property of every kind, nature and description of the undersigned, its employees, subcontractors, guests or invitees, whether tangible or intangible, located at The Downs in connection with the disassembly and/or removal of the Auction Items, shall be at the sole risk and hazard of the undersigned, its employees, subcontractors, guests or invitees, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise by theft or from any other cost, no part of set loss of damage is to be charged to or to be borne by Crossroads and Keenan unless loss or damage is due to the willful or gross negligence acts or omissions of Crossroads and Keenan its agents or employees, and in no event shall Crossroads and Keenan be liable for consequential damages.

2. **Severability.** Each provision of this Agreement is intended to be severable and, if any term or provision of this Agreement is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

3. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original and, when taken together, shall constitute one agreement. Faxed or electronic format (PDF, DocuSign, etc.) signatures shall be binding.

4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine, regardless of the law that might otherwise govern under applicable principles of conflict of laws thereof.

5. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior agreements, representations, warranties, and understandings between or among the parties with respect to such subject matter.

Dated: _____, 2023

INDEMNITEE:

CROSSROADS HOLDINGS LLC

By: _____

Name:

Title:

KEENAN AUCTION COMPANY, INC.

By: _____

Name:

Title:

INDEMNITOR:

By: _____

Name:

Its: