

HOLD HARMLESS AGREEMENT

THIS Agreement is made this ___ day of _____, 200___, by and between David W. Bowers (“broker”), 2108 Wisley Way, Wake Forest, North Carolina and _____ of _____, _____ (“client”).

WHEREAS, broker is engaged in the business of providing real estate brokerage services to the client; and

WHEREAS, client wishes to take advantage of a service known as “Start Your Search for a New Home From 2000 Feet”, by using the services to be provided through North Carolina Rotor & Wing, LLC for that purpose; and

WHEREAS, broker and client wish to enter into this Agreement so that client may avail him/herself of the intended services to be provided by North Carolina Rotor & Wing, LLC in conjunction with broker.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. In part consideration of the client(s) entering into this agreement, the services of “Start Your Search for a New Home From 2000 Feet” shall be provided to the client(s) without costs to the client(s).
2. The client(s) hereby understands, and specifically agrees, that the intended services shall be provided by North Carolina Rotor & Wing, LLC of Louisburg, North Carolina. In that regard, the client(s) state their complete understanding, and agreement, that the provision of the intended helicopter, and all flight services connected hereto, are to be provided solely by North Carolina Rotor & Wing, LLC. Further, that the broker shall have no control over the manner such services are provided, nor the selection nor maintenance of the aircraft in question, nor any other aspect of the provision of the intended services. All such matters are understood by client(s) to be in the complete control, and discretion, of North Carolina Rotor & Wing, LLC.
3. In consideration of the mutual considerations provided herein, the client(s) hereby agree to indemnify and hold the broker harmless with regard to any injury, loss or damage suffered by the client(s) of any nature or type, in any way related to the services intended to be provided known as “Start Your Search for a New Home From 2000 Feet”. Client(s) hereby understands and agrees that a specific condition of being provided of such services is the execution of this agreement.
4. Client(s) also agrees that this Agreement to indemnify and hold harmless shall extend to claims of any sort or nature relating in any way to the intended services

to be provided, which the client(s) may advance or allege against RE/MAX UNITED, LLC, RE/MAX Carolinas, Inc., and/or RE/MAX International, Inc., with regard to which entities the client(s) hereby state their agreement, and understanding, that broker is an independent contractor with regard to "Start Your Search for a New Home From 2000 Feet".

5. Client(s) agrees that if he/she takes any action against the broker, RE/MAX United, LLC, RE/MAX Carolinas, Inc., and/or RE/MAX International, Inc., contrary to this agreement to indemnify and hold harmless, client(s) shall reimburse the broker, RE/MAX United, LLC, RE/MAX Carolinas, Inc., and/or RE/MAX International, Inc., for any attorney's fees or costs of any kind or nature which may be incurred by them to enforce the provisions of this agreement.

David W. Bowers, Broker

Client

Client

Client