INDEMNITY AGREEMENT

This INDEMNITY AGREEMENT (t	his "Agreement") is n	nade effective on Septem	ber 12, 2019
by and between the Senchant's Art of	Teaching (hereinafter	r, "SAT"), of 520-522 Wa	ashington
Street, Canton, Massachusetts 02021	-3034 and	(hereinafter,	,
""), of	· · · · · · · · · · · · · · · · · · ·	,	
	Senchant's A	Art of Teaching and	
are sometimes i	ndividually referred to	o as "Party" and collectiv	ely referred to
as the "Parties."			
WHEREAS, de	sires to indemnify SA	AT from any claims and/or	r litigation
arising out of's a			
(SAT) wishes to hold concerts for its		•	-
Center. The concerts will be held on p		÷	-
Center. Senchant's Art of Teaching wis	shes to be indemnified	l against any and all liabil	ity that may
result from this event			
NOW THEREFORE, in consideration		ants and conditions contain	ined herein,
SAT and hereb	by agree as follows:		
TERMS			
from any and all claims, lawsuits, dem of any kind whatsoever (including with equitable relief, personal injury and/or entity, or imposed by a court of law or governmental body or agency, arising negligence, or willful misconduct on a personnel, employees, agents, contract and includes, without limitation, the pattorneys' fees, and related costs or exexpenses, and costs incurred by it.	nands, causes of action thout limitation all class wrongful death), where by administrative action out of, in any way where part of	n, liability, loss, damage ardims for monetary loss, proether brought by an individuation of any federal, state, thatsoever, any acts, omiss, its officers, ownteers. This indemnifications, fines, judgments, award	nd/or injury, operty damage, dual or other or local cions, wners, on applies to ls, decrees,
2. Authority to Enter Agreement. In Agreement have the actual legal power respective Party.	•		•
3. Amendment; Modification. No s shall be binding unless executed in wr	* *		Agreement

voluntarily given or performed by a Party shall give the other Party any contractual right by custom,

4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service

estoppel, or otherwise.

- **5. Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.
- **6. Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.
- **7. Enforceability, Severability, and Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Massachusetts law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Massachusetts law.
- **8. Applicable Law.** This Agreement shall be governed exclusively by the laws of Massachusetts, without regard to conflict of law provisions.
- **9. Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Massachusetts. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. Signatures. This Agreement shall be signed	on behalf of Senchant's Art of Teaching by
Bernard Birgenheier, Owner, and on behalf of	by,
and effective as of the date first written above.	

By: Bernard Birgenheier Bernard Birgenheier	ier
Title: Owner	
Ву:	

Senchant's Art of Teaching