

STATE OF TEXAS
COUNTY OF CALLAHAN

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is entered into by and between **TEXAS HERITAGE BANK**, Cross Plains, Texas, hereinafter referred to as “bank”, and _____ hereinafter referred to as “donee”.

TEXAS HERITAGE BANK does hereby give permission to the donee to use the bank’s property, being a vacant lot located in Cross Plains, Texas on North Main Street, north of the DOLLAR GENERAL to be used by the donee for public, charitable purposes on the _____ day of _____, 20____. This permission is given without charge to the donee by the bank.

For and in consideration of the rights donated herein, donee agrees to hold the bank, its officers, owners, board of directors, shareholders and employees harmless from any liability of any kind or nature arising out of the use of the property by the donee for public and charitable purposes. Donee agrees to pay any court costs or attorney fees incurred by the bank, its officers, shareholders, employees or directors, incurred from or arising out of any injury, accident, damages, or any other liability of any kind or nature arising from donee’s activity on the vacant lot described above.

WITNESS OUR HANDS this _____ day of _____,
20____.

Donee

TEXAS HERITAGE BANK

Donee