

## HOLD HARMLESS AGREEMENT

Sysco Corporation and / or its Affiliates  
Attn: Vice President of Merchandising  
1390 Enclave Parkway  
Houston, Texas 77077-2099

Gentlemen:

The undersigned person or entity ("Bailee") for value received hereby represents and agrees as follows:

1. Bailee agrees to defend, indemnify and hold harmless Sysco Corporation, its subsidiaries, affiliates and divisions (collectively referred to as "Bailor") and its employees, officers, directors and customers (individually, an "indemnitee") from all actions, suits, claims and proceedings ("Claims"), and any judgements, damages, fines, costs and expenses (including reasonable attorneys' fees) resulting there from brought or commenced by and person or entity against any indemnitee for the recovery of damages for the injury, illness, and / or death of any person or damage to property arising out of or alleged to have arisen out of the negligent acts or omissions of Bailee.
2. Bailee agrees to maintain in effect insurance coverage with reputable insurance companies covering worker's compensation and employers' liability, comprehensive general liability, and warehouseman's liability, all with such limits as are sufficient in Bailors reasonable Bailee shall furnish a certificate evidencing the obligation of its insurance carriers not to cancel or materially amend such policies without thirty (30) days prior written notice to Bailor. In addition, Sysco Corporation and / or its affiliated subsidiaries and other entities shall be named as an additional insured using with respect to the comprehensive general, product, automobile and excess liability coverages specified herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(day of month) (month) (year)

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Name of Company, Bailee

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Signature of Authorized Official and Title

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Street Address

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City, State, and Zip Code