

**EXHIBIT**

**HOLD HARMLESS AGREEMENT - USE OF OUTSIDE CONTRACTORS**

This Hold Harmless Agreement (the "Agreement"), made effective as of the latest date this Agreement is signed by the parties hereto, is by and between the "Owner" and the "Contractor" identified in the tables immediately below.

Hotel Information:	
<b>Name of "Hotel":</b>	Hilton Americas - Houston
<b>Name of Hotel "Owner":</b>	Houston First Corporation
<b>Hotel Contact Name:</b>	Kim Outlaw
<b>Title of Hotel Contact:</b>	Conference Center Sales Manager
<b>Address:</b>	1600 Lamar Street4
<b>City, State, Zip:</b>	Houston, TX 77010
<b>Phone:</b>	713-577-6033
<b>Fax:</b>	713-577-6140
<b>Email:</b>	kim.outlaw@hilton.com
Group Information:	
<b>Full Legal Name of "Group":</b>	PAS
<b>Group Contact Name:</b>	Ms. Dana Yoder
<b>Title of Group Contact:</b>	Inside Sales Specialist
<b>Address:</b>	16055 Space Center Blvd. Suite 600
<b>City, State, Zip:</b>	Houston, TX 77062
<b>Phone:</b>	281-709-0114
<b>Fax:</b>	
<b>Email:</b>	
Event Information:	
<b>Name of "Event":</b>	PAS User's Group
<b>Post Event to Reader Board as:</b>	
<b>Date(s) of Event:</b>	April 21, 2013 - April 24, 2013
Outside Contractor Information:	
<b>Full Legal Name of "Contractor":</b>	
<b>Name of Contractor Contact :</b>	
<b>Title of Contractor Contact:</b>	
<b>Contractor Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone:</b>	
<b>Fax:</b>	
<b>Email:</b>	
<b>Date(s) of Services:</b>	
<b>Description of "Services" to be Provided to Group by Contractor on Hotel Premises:</b>	

**I. SCOPE OF AGREEMENT**

A. Whenever a group elects to utilize outside contractors, subcontractors or vendors on Hotel premises during their event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, the group must notify the Hotel of its intention to use such outside providers at least ten days in advance of the event.

B. All such outside contractors retained by group must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel for similar outside contractors or vendors and provide proof of insurance in amounts acceptable to Hotel before they will be allowed to provide services on Hotel premises.

C. Contractor has been independently retained by Group as a contractor or vendor to provide the "Services" identified in the table above for the "Group" identified in the table above.

D. Pursuant to the express terms and conditions of this Agreement, the Hotel agrees to allow Contractor to provide the Services to Group at the Hotel during the Event.

## II. INDEMNITY

A. Contractor including, without limitation, its affiliates, agrees to indemnify, defend and hold harmless Group, Hotel, Hotel's Owner(s), and Hilton Worldwide, Inc. and each of their respective members, partners, directors, officers, owners, agents, employees, parents, affiliates, subsidiaries, insurers, successors, or assigns (collectively, the "Indemnitees") from and against all losses, claims, demands, actions or causes of action, liabilities, damages, fines, expenses, costs of whatsoever nature (including reasonable attorney's fees and costs) whether by reason of death or injury to any person or loss of or damage to any property or otherwise (collectively, "Claims"), including Claims which may be asserted by third parties, arising out of, resulting from or in any way connected with, in whole or in part: (a) any breach of this Agreement by Contractor; or (b) the activities of Contractor (or any of its employees, agents, or subcontractors) at the Hotel or any related act or failure to act by Contractor or its parties (including but not limited to any omission or act taken or committed by Contractor in any way related to the Event).

B. For the purpose of these indemnities, the activities of Contractor and its agents, employees or subcontractors on or about the Hotel premises shall be deemed to relate to Contractor's activities pursuant to this Agreement, whether or not such activities are within the scope of their agency or employment.

C. In the event that any Claim is made or any action or proceeding is brought against the Indemnitees, or any of them, the Indemnitees shall have the right to employ their own counsel and to assume their own defense in connection with any action or proceeding to which this indemnification, hold harmless, or defense obligation would be applicable, but the reasonable fees and expenses of such counsel shall be borne by Contractor and shall be paid when due.

D. If for any reason the foregoing indemnifications are unavailable to the Indemnitees or insufficient to hold any of them harmless, then Contractor shall reimburse the Indemnitees for all amounts paid or payable by the Indemnitees as a result of such Claims, which shall include, for example, the costs of defending against any Claims because of Contractor's failure to provide the defense specified above. The reimbursement, indemnity and contribution obligations of Contractor under this Section shall be in addition to any liability that Contractor may otherwise have, and shall extend upon the same terms and conditions to the Indemnitees.

## III. INSURANCE

A. Contractor understands and agrees that in order for Contractor to be given permission by Hotel to provide Services to Group on the Hotel premises, Contractor must meet certain insurance requirements. The amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of Services the Contractor will be providing. A current certificate evidencing the below listed coverage is required and must be provided to Hotel at least seven (7) days prior to the Event.

- Commercial General Liability: Not less than \$2,000,000 combined single limit for bodily injury and property damage. This limit is subject to change based on the scope of work.
- Commercial Automotive Liability: Not less than \$1,000,000 combined single limit for bodily injury and property damage covering "any auto" whether owned, scheduled, leased, hired or other, if Contractor's scope of work under this Agreement requires or involves the ownership, maintenance or use of an auto.
- Employers Liability: Not less than \$500,000 combined single limit.
- Workers Compensation: In the minimum amount required by the applicable Workers' Compensation statute. In the absence of Workers Compensation insurance in Texas, evidence of an alternative employee benefit program must be provided, as well as proof that Contractor has legally non-subscribed to the applicable Workers Compensation Act.

B. Contractor waives on behalf of itself and its insurers all rights against Group, Hotel, Owner and Hilton Worldwide, Inc. and their respective agents, officers, directors, and employees for recovery of damages to the extent such damages are covered by Contractor's insurance regardless of deductibles and/or limits, if any.

C. Such insurance must name the Indemnitees identified in paragraph A of section II above as **additional insureds** under the Commercial General and Commercial Automobile (if applicable) liability policies on form CG 20 10 endorsement or its equivalent.

D. Certificates of Insurance must be sent to the attention of the Hotel Contact noted in the table above. Failure to provide evidence of such insurance may prohibit Contractor from accessing the Hotel premises. The failure of Hotel to obtain certificates, endorsements, or other forms of insurance evidence from Contractor is not a waiver by Hotel of any requirements for Contractor to secure and continuously maintain the required insurance policies.

## IV. MISCELLANEOUS:

A. The Hotel is committed to a drug and alcohol free work place. In addition, it is a requirement that all persons on the Hotel premises conduct their job duties in a safe manner. The Hotel reserves the right to require Contractor's operations to cease at any time if, in the Hotel's reasonable estimation, either of these two policies are not being adhered to.

B. Contractor understands and agrees that Contractor is being employed by Group and that the Hotel has no relationship with Contractor outside of the fact that some of the Services that Contractor is providing to Group will be performed or utilized at the Hotel. Contractor acknowledges and agrees that Contractor has not been promised, and will not claim, any payment or consideration from Hotel either for complying with the terms of this Agreement or for any other reason.

C. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Hotel is located. Notwithstanding termination or expiration of the Event, this Agreement shall continue to survive. This Agreement supersedes all prior agreements between the parties concerning the subject matter hereof and constitutes the entire agreement between the parties with respect thereto. This Agreement may be modified only with a written instrument duly executed by both of the parties. No waiver by any party of any breach of this Agreement shall be deemed to be a waiver of any proceeding or succeeding breach; any waiver is only valid if in writing signed by the party making the waiver. The headings and titles to the paragraphs of this Agreement are inserted for convenience only and shall not be deemed a part of or effect the construction or interpretation or any provision hereof. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute but one and the same instrument.

D. Neither party hereto shall be deemed to be the drafter of this Agreement and, if this Agreement is construed in any court or arbitration proceeding, said court or arbitrator shall not construe this Agreement or any provision hereof against either party as the drafter hereof. If any phrase, clause or provisions of this Agreement is declared invalid or unenforceable by a court or arbitrator of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement, but will not affect any other provision of this Agreement, which shall otherwise remain in full force and effect. If any restriction or limitation in this Agreement is deemed to be unreasonable, onerous or unduly restrictive by a court or arbitrator of competent jurisdiction, it shall not be stricken in its entirety and held totally void and unenforceable, but shall remain effective to the maximum extent permissible within reasonable bounds.

**IN WITNESS WHEREOF, the undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.**

**CONTRACTOR:**  
[FULL LEGAL NAME OF CONTRACTOR]

**HOTEL:**  
Houston First Corporation  
**d/b/a** Hilton Americas - Houston

By: Hilton Worldwide, Managing Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**HOTEL USE ONLY:  Yes  No Correct Insurance Certificate Provided?**