

## INSPECTION AND HOLD HARMLESS AGREEMENT

As consideration for permission to enter and remain at \_\_\_\_\_ (the "Property") to visually inspect the assets of Lakeside Marina LLC available for sale ("Inspection"), I, \_\_\_\_\_, agree to the following terms and conditions:

- A. I, on behalf of myself and my agents, employees, heirs, and assigns, hereby agree (a) to assume all risks arising from, and/or by reason of, the Inspection and entering onto the Property to conduct the Inspection; and (b) to release, indemnify, and hold harmless the United States and its agencies, employees, agents, and contractors from and against any claims, demands, rights, and causes of action of whatsoever kind and nature, arising out of, claimed on account of, or in any manner predicated upon the Inspection or entering onto the Property, including any loss or damage to property or the personal injury or death of any person which may occur as a result of the Inspection or entering onto the Property.
- B. The United States Marshals Service will afford me a reasonable time to complete my Inspection, which will not exceed \_\_\_\_\_ hours, extend beyond the close of normal business hours, or be postponed or continued to another date, without the express written permission of the USMS, which may be granted or withheld at their discretion.
- C. I agree to be escorted by one or more USMS employees, and to follow any and all instructions and directions provided by these employees regarding my presence and conduct on the Property and during the Inspection.
- D. I agree that the Inspection will not include any alteration of either the Property or the assets of Lakeside Marina, or any testing or use of mechanical or electrical instruments, or tools or equipment of any kind, on the Property or assets of Lakeside Marina.
- E. I agree to ensure that the assets of Lakeside Marina LLC remain in the same condition as found prior to my Inspection, as provided by this Agreement.
- F. I agree that my failure to follow any of the terms of this Agreement may, at the sole discretion of the USMS, result in the immediate termination of the Inspection and my expulsion from the Property.
- G. I agree that I shall be liable for any damage to the Property, any appurtenances thereto, and/or any personal property contained therein, including the assets of Lakeside Marina LLC, arising out of any actions, omissions or activities of any nature undertaken by me, and/or any and all persons entering the Property on my behalf, while on the premises of the Property.
- H. All terms and conditions of this Agreement are stated herein, and may not be altered, augmented or amended except in writing signed by the USMS and me.

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Name:

Title:

Date: