

CONTRACT SECURITY SERVICES
HOLD HARMLESS AGREEMENT

THE AGREEMENT is entered into as of the ____ day of _____, 2009, by and between HILTON HOTELS CORPORATION, a Delaware Corporation (hereinafter referred to as "Hilton"), as owner/manager for Hilton Management, LLC as Managing Agent for AH Tenant Corporation dba Hilton OC Costa Mesa (hereinafter referred to as "Hotel"), and _____ (hereinafter referred to as "Contractor".)

WHEREAS, from time to time, customers of the Hotel (hereinafter referred to as "Customer") will desire to retain the services of Contractor in connection with events to be held at the Hotel;

WHEREAS, Hotel and Hilton will permit Customer to retain Contractor on the condition that adequate indemnity is provided;

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

Contractor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save the Owner, Hotel, and Hilton and their employees and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by Contractor's performance or non-performance of security guard services at the Hotel, excluding any such liability caused by the sole negligence of the Hotel, Owner, Hilton their employees and agents.

Contractor shall obtain and keep in force during the term of the use of the Hotel premises, policies of Comprehensive General Liability Insurance including Contractual Liability coverage insuring an amount not less than \$1,000,000 Combined Single Limit for personal injury and property damage. Owner, Hotel and Hilton shall be included in such policies as additional insureds and Contractor shall provide Hilton with current insurance certificates satisfactory in all respects to Hilton.

("Contractor")

HILTON HOTELS CORPORATION
As agent for Hilton Management, LLC as
Managing Agent for AH Tenant Corporation dba
Hilton OC Costa Mesa ("Hotel")

By

By