

RELEASE & INDEMNITY AGREEMENT

For and in consideration of the agreement by Hilton Orange County/Costa Mesa (hereinafter "Hilton") in allowing the undersigned customer (hereinafter "Provider") to bring certain food products supplied by Provider to Hilton's property for use by Provider, its employees, guests, and invitees. Provider does hereby agree as follows:

1. Federal Food, Drug, and Cosmetic Act:

The Provider hereby guarantees that no food product delivered by the Provider to Hilton's property is, as of the date of such delivery, adulterated, or misbranded, or unsafe, within the meaning of the Federal Food, Drug, and Cosmetics Act, and any regulations thereunder, all as amended to the date of deliver (including the Pesticide and Food Additive Act of 1958) or within the meaning of any substantially similar state or municipal law, or is an article which may not under any federal, state, or municipal law be introduced into interstate or intrastate commerce.

2. Warranty:

Provider warrants that all food and beverage brought onto the Hilton property has been prepared by a fully licensed and reputable catering service or food provider. Provider warrants that the products to be supplied under this Agreement are fit and sufficient for the purpose intended; that they are wholesome, of good quality and free from defects, whether patent or latent. Provider warrants that it has good title to the products supplied and that the products are free and clear from all liens and encumbrances. Such warranties shall run to Hilton, its successors, assigns and/or customers.

3. Indemnity:

Provider hereby agrees to indemnify, defend, and hold Hilton harmless from and against any claim, demand, cause of action, liability, loss, damage, cost or expense which directly or indirectly arises out of or is in any way associated with (a) a breach of the guaranty and warranty set forth above or (b) any products provided to Hilton by Provider, including the delivery and use thereof, which is not due to the sole negligence of Hilton.

4. Cost and Expenses:

Provider further agrees to pay all costs and expenses, including reasonable attorneys' fees, which may be incurred by Hilton in enforcing any of the covenants and agreements of this indemnification.

5. Continuing Agreement:

Provider agrees that this is a continuing Agreement and shall survive Provider's event or stay at the Hilton Hotel, subject to revocation only after receipt by Hilton of prior written notice of intent to revoke, effective as of a certain stated future date, no less than 30 days from the date of the notice. Hilton reserves the right to refuse to allow food onto Hilton property if Hilton reasonably believes Provider has not complied with the terms of this Agreement.

Agreed to this _____ day of _____, 20____.

PROVIDER

HOTEL REPRESENTATIVE

CATERER/ OWNER

TITLE

RESTAURANT/ CATERING COMPANY

DATE