

ACCESS AND INDEMNITY AGREEMENT

THIS ACCESS AND INDEMNITY AGREEMENT (this "Agreement") is agreed upon by the undersigned (the "Indemnitor") effective as of the date set forth below.

WHEREAS, the undersigned desires access to property owned by the Convent of Our Lady of the Cenacle (Metairie, LA) or another such entity that has appointed the Cenacle to serve as its agent in regard to the sale of its property (hereinafter collectively the "Cenacle"), and has requested that Re-Max Commercial Brokers, Inc. (hereinafter "Re-Max"), facilitate its entrance into such property in order to perform certain pre-purchase due diligence (the Cenacle and Re-Max shall hereinafter be referred to collectively as "Indemnatee").

NOW, THEREFORE, in consideration of the being granted access to the property of Indemnatee, Indemnitor hereby agree as follows:

1. Indemnatee grants to Indemnitor the right of access and entry on to certain property of Indemnatee for the purpose of investigation.
2. To the fullest extent permitted by law, Indemnatee, and their related entities, members, directors, officers, employees, agents, self-insurance administrators, shall not be responsible for damages caused by any defects in the property for which access is being granted, or the consequences thereof. Indemnatee shall not be liable for any damages to person or property sustained by Indemnitor or any person(s) arising out of the access to its property granted hereby, and any such liability is assumed by Indemnitor. Indemnitor agrees to defend, indemnify, and hold harmless Indemnatee and their members, directors, officers, employees, agents, successors, assigns and its related entities from any and all claims, causes of action and/or lawsuits, judgments, damages, (including consequential damages), penalties, fines, liabilities, losses, costs, and expenses of any kind or nature, which arise out of or are in anyway related to the access granted herein, including but not limited to, any such claims, causes of action and/or lawsuits alleging bodily injury, personal injury, pain, mental anguish and/or death, and/or property loss or damage, arising from the negligence or fault of Indemnatee, its employees, agents, invitees, visitors, or contracting parties, premises liability and/or defects in property, and to pay reasonable attorneys' fees related thereto. INDEMNITOR ACKNOWLEDGES AND AGREES THAT IT IS AGREEING TO DEFEND, INDEMNIFY AND HOLD HARMLESS INDEMNITEE FOR THE NEGLIGENCE OR FAULT, INCLUDING DEFECTS IN THE PROPERTY BUT EXCLUDING INTENTIONAL FAULT, OF INDEMNITEE.

In the event that special needs access is required, Indemnitor shall inform Re-Max at least twenty-four (24) hours prior to the time of access.

INDEMNITOR

Print Name

Date