

HOLD HARMLESS AGREEMENT

WHEREAS, _____ (hereinafter "User") desires The State Bar of California (hereinafter "State Bar") to provide a copy of the State Bar's membership, eligibility or non-voter list; and

WHEREAS, the State Bar has required as a condition of providing its membership, eligibility or non-voter list that the User agrees to indemnify, hold harmless and defend the State Bar with respect to any and all claims, costs and liabilities arising from or relating to the release, use or misuse of the membership, eligibility or non-voter list.

NOW THEREFORE, in consideration of the State Bar providing its membership, eligibility or non-voter list, the User hereby agrees as follows:

- (1) to defend the State Bar (its Board of Trustees, officers, committee members, consultants, advisors, employees and agents as the same may be constituted now and from time to time hereafter) against any claim of liability, including, but not limited to, a claim based on the State Bar's own negligence, even if such claim is false or fraudulent, or liability that may arise in connection with or as a result of the State Bar providing a copy of the State Bar's membership, eligibility or non-voter list or any portion thereof, to the User, and to defend the State Bar against any claim or liability that may arise as a result of the theft of the list(s) from User and/or its use by any unauthorized user. In the event that both State Bar and User are named as defendants in the same civil action, and in the opinion of the State Bar, a conflict of interest arises between said party defendants, User agrees to provide at its own cost independent counsel for the State Bar. The State Bar may, at its option, designate its Office of General Counsel as equal participating counsel in any litigation wherein the State Bar is defended by User pursuant to this paragraph. In connection with any such defense, User will make available to the State Bar such records as the State Bar may reasonably request.
- (2) to indemnify and hold harmless the State Bar (its Board of Trustees, officers, committee members, consultants, advisors, employees and agents as the same may be constituted now and from time to time hereafter) against any and all liability, losses or damages or any expenses whatsoever to the State Bar as a result of any claims, demands, damages, costs or judgments against it that may arise in connection with or as a result of the State Bar providing its membership, eligibility or non-voter list to the User, including, but not limited to, a claim based on the State Bar's own negligence, even if such claim is false or fraudulent, or liability that may arise as a result of the theft of the list from User and/or its use by any unauthorized user.

THIS AGREEMENT is intended to supersede any previous hold harmless agreements between the State Bar and the User in connection with the release of the State Bar membership, eligibility or non-voter list.

THIS AGREEMENT is not intended to affect or supersede any other implied or express rights or obligations between the parties existing or arising under previous or future hold harmless agreements executed by the User in favor of the State Bar unrelated to the release and use of the State Bar membership, eligibility or non-voter list nor to affect or supersede any rights, obligations or indemnifications express or implied by statute or decisional law.

THE LAW of the State of California will govern the interpretation and enforcement of this Agreement.

IF EITHER PARTY institutes legal proceedings to enforce any provision of this Agreement, then the prevailing party in such legal proceedings will be entitled to recover (in addition to all other available damages and remedies) its costs and expenses incurred therein, including, without limitation, its attorneys' fees.

IF ANY PROVISION or portion of this Agreement is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provisions, each of which will be deemed to be independent and severable.

THIS AGREEMENT will be effective immediately upon execution.

Signature

Date

Type or print name