

HOLD HARMLESS AND COVENANT NOT TO SUE AGREEMENT

This Hold Harmless and Covenant Not to Sue Agreement (“Agreement”) is made as of this ____ day of _____, 2012. In consideration for allowing _____ (“Licensee”) to participate as an exhibitor within the 2012 Business Showcase being produced by the Capitola-Soquel and Aptos Chamber of Commerce organizations on February 23, 2012 within the common area (the “Event”) within the shopping center commonly known as Capitola Mall (the “Center”), which is located at 1855 41st. Avenue, Capitola, CA 95010, Licensee, for itself, and on behalf of its affiliates, and assigns, fully and forever releases, discharges and covenants not to sue The Macerich Company, The Macerich Partnership, L.P., the owner of the Center, Macerich Property Management Company, LLC, Macerich Management Company, MACW Property Management, LLC, Westcor Partners, LLC, Westcor Partners of Colorado, LLC, and Macerich Westcor Management, LLC, and each of their respective officers, directors, employees, partners, members, shareholders, subsidiaries, insurance carriers, contractors and/or agents, past and present (collectively, the “Macerich Parties”) for any claim, liability, demand, cause of action, obligation of whatever kind or nature, whether known or unknown, foreseen or unforeseen, whether at law or in equity, which Licensee has or may have against the Macerich Parties related to loss of life, personal injury, damage to property and/or any other damage arising from or out of any occurrence related to the Event.

If the Center or any of the Macerich Parties are made a party to any litigation, arbitration or other proceeding commenced by or against Licensee arising from or out of any occurrence related to the Event, Licensee shall defend, protect and hold the Macerich Parties harmless from any judgment, award or settlement and shall pay all costs, expenses, and attorney’s fees incurred or paid by any of the Macerich Parties in connection with such litigation.

IN WITNESS WHEREOF, Licensee has duly executed this Agreement on the day and year first written above.

Licensee:

By: _____

Name: _____

Title: _____