

HOLD HARMLESS AND INDEMNITY AGREEMENT REGARDING THE COMMON INTEREST DEVELOPMENT ELECTION

This agreement is entered into on _____, 20__ by and between the League of Women Voters of Oakland (the "League") and the _____ Association (the "Association").

As the duly appointed Inspector of Election, the League pledges to conduct the election/vote with fairness to all members of the Association; to perform our duties impartially, in good faith, and to the best of our abilities; and as expeditiously as possible. The League is not liable for any challenge to the election as a result of faulty or incomplete information provided to it by the Association or as a result of actions or situations out of its direct control.

The Association shall indemnify and hold harmless the League, its successors or assigns from and against any and all claims, liabilities, expenses, or causes of action arising out of or in connection with the League's administration of the Association's election, including the following:

- Creation of ballots
- Mailing of ballots to members of the Association
- Receipt and custody of voted ballots
- Verification of ballots against the polling list provided by the Association
- Opening ballots and tallying the votes
- Custody of counted ballots

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. This Agreement is the entire agreement between the parties, and may be altered only by an agreement in writing, executed by both parties.

In witness whereof, the parties have caused this Agreement to be executed on the date above written.

INDEMNIFIER:
(the "Association")

INDEMNITEE:
League of Women Voters of Oakland

Signature:

Signature:

Name: _____

Name: _____

Title: _____

Title: _____