

4. Indemnification. Assignor agrees to indemnify and hold harmless Assignee for any claims, suits, damages, actions, or other costs arising out any breach of Assignor's warranties set forth in Section 3 above.
5. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Cakifornia, without regard to conflicts of law principles.
6. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
7. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
8. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If to Assignee:

Greater Trinidad Chamber of Commerce  
 PO Box 356  
 Trinidad, CA 95570

11. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
12. Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

ASSIGNOR

ASSIGNEE

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Print Name