**HOLD HARMLESS AGREEMENT FOR ACCESS TO PREMISES**

Re: Access to 1400 Destrahan Avenue

This confirms our agreement that Harvey Dock, LLC (“Harvey Dock”) will allow certain visitors ("Visitors") employed by or associated with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”) access and entry to Harvey Dock’s premises located at 1400 Destrahan Avenue, Harvey, Louisiana (“Premises”) for the activity and for the time period(s) specified below.

1. Activity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Time period: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Company assumes all risks in connection with the Visitors’ entry and presence on the Premises.

4. Harvey Dock makes no warranties, express or implied, concerning the condition of the Premises.

5. Company waives any and all claims it may have now or which may arise in the future regarding the condition of the Premises.

6. Company agrees to defend, indemnify, and hold harmless Harvey Dock, Anders Construction, Inc., Anders Offshore, LLC, and any affiliate, subsidiary, and/or parent entities of same, along with their owners, employees, agents, and insurers (collectively “Released Parties”) from and against any and all claims, losses, damages, personal injuries, death, and/or property damage of any kind arising out of or related in any way to the Visitors’ entry or presence on the Premises and/or any activities undertaken by the Visitors while on the Premises. The defense, indemnity, and hold harmless obligations assumed by Company apply regardless of the fault of the Released Parties, and expressly includes claims, losses, damages, personal injuries, death, and/or property damage caused by the negligence or fault of the Released Parties, whether sole, joint, or concurrent.

7. Company represents and warrants that it and its agents, staff, and subcontractors employed and/or hired by it are protected by Workers' Compensation insurance with statutory limits in accordance with Louisiana law, and Company further agrees to maintain Employers' Liability insurance with limits of at least $1,000,000 per accident/disease, and Commercial General Liability insurance with limits of at least $1,000,000 per occurrence. Company shall add the Released Parties as additional insureds on its Commercial General Liability policy(ies), such insurance shall be primary and non-contributory to any insurance maintained by the Released Parties. Additionally, Company shall waive, and shall cause its insurer(s) to waive, all rights of subrogation and/or recourse against the Released Parties on its Commercial General Liability, Workers' Compensation, and Employers' Liability policies.

If the foregoing accurately states our agreement, please acknowledge by signing this agreement below.

Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_