

**HOLD HARMLESS AGREEMENT**  
**NON- FACTORY AUTHORIZED SERVICER**

Frymaster/Dean/Merco maintains a network of Factory Authorized Service agents (each an "FAS" and collectively, trained and authorized to provide service and repairs on equipment manufactured by Frymaster/Dean/Merco or any of affiliates and subsidiaries (collectively, "Frymaster/Dean/Merco").

Frymaster/Dean/Merco offers various training programs, courses and seminars to its FAS's for training and technical (each a "Training Program").

Participant is not an FAS but would like to attend a Training Program.

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Participant desires to attend the following Training Program(s) offered by Frymaster/Dean/Merco:  
\_\_\_\_\_  
\_\_\_\_\_
2. Participant acknowledges that (i) his or her decision to attend the Training Program is completely voluntary; (ii) attendance at and completion of the Training Program will not result in Participant obtaining status as an FAS or authorization to perform, directly or indirectly, any kind of service or repair work on Frymaster/Dean/Merco equipment; (iii) Frymaster/Dean/Merco policy requires that any installations and servicing of its equipment be performed by service agents who are FASs; and (iv) failure to obtain service from an FAS may void the applicable Frymaster/Dean/Merco warranty.
3. Participant represents and warrants that he or she has not and shall not hold him or herself out to be an FAS. If retained to provide service on any Frymaster/Dean/Merco manufactured equipment, Participant shall promptly inform the party requesting the service that Participant is not an FAS.
4. Participant agrees and acknowledges that neither Frymaster/Dean/Merco nor any of its affiliated operating entities or subsidiaries shall be responsible for any damage to any equipment, whether manufactured by Frymaster/Dean/Merco or another third party, or any other property, or for any personal injury or consequential damages resulting from repair or warranty services performed by Participant using information Participant obtained from the Training Program. Participant agrees to indemnify, defend and hold Frymaster/Dean/Merco, its officers, directors, employees, agents, subsidiaries and other affiliates, harmless from and against claims for damages, liability losses, injuries and/or death, and expenses (including reasonable attorneys' fees) incurred by reason of all such damages or claims relating to warranty, repair or installation services performed by Participant. The foregoing indemnity requirements shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable under any applicable worker's compensation, disability benefits or other similar benefits acts.
5. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Delaware.
6. Assignment. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the parties hereto. Participant shall not assign or otherwise transfer any interest in this Agreement without Frymaster/Dean/Merco's prior written consent. In the event of any restructure, entity or asset sale involving a Frymaster/Dean/Merco affiliate or subsidiary, Frymaster/Dean/Merco may assign this Agreement, in whole or in part, without Participant's consent.
7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any other agreement between the parties, the terms of this Agreement shall be controlling.  
Participant has executed this Agreement as of the day and year set forth below.

Agreed to by (Print Name): \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Submit**