


## MOBILE PLAYROOM AGREEMENT

*This Mobile Playroom Agreement ("Agreement") is entered into on \_\_\_\_\_, 2011  
by and between The Oscar Litwak Foundation ("Foundation") and \_\_\_\_\_.*

1. \_\_\_\_\_ (referred to as the "Hospital") acknowledges that parties other than The Oscar Litwak Foundation (referred to as the "Foundation") are the manufacturers of the cart, its contents, and or any other materials that make up the Mobile Playroom.
2. The Hospital hereby acknowledges that the Mobile Playroom, may contain certain defects unknown to the Foundation, and that the Hospital hereby assumes all risks and liabilities with respect to its use.
3. The Mobile Playroom is a gift from the Foundation, intended exclusively for the entertainment and recreation of the Hospital's pediatric patients. The Hospital agrees that the Mobile Playroom shall be used only for this purpose. The Foundation shall have the right to enter onto the property of the Hospital to repossess the Mobile Playroom in the event the Hospital fails to adhere to the terms of this agreement, or any other agreement between the Foundation and the Hospital.
4. Upon receipt of the Mobile Playroom, the Hospital becomes its sole owner (subject to the Foundation's right of repossession and reversion at its election set forth in paragraph 3) and as such, has sole responsibility for:
  - a. The good use, maintenance, and repair of the cart used to transport the toys, games, books, arts and crafts, etc.
  - b. The proper use and care of the toys, games, arts and crafts, and any other material contained in the Mobile Playroom by following the manufacturer's instructions, recommendations, and limitations.
  - c. Purchase of replacement material (toys, games, books, arts and crafts, etc.) other than the ones provided by the Foundation every 90-120 days for the first 3 years after the donation.
5. The Hospital agrees without time limitation, to release, indemnify, defend, and hold harmless the officers, directors, employees, and agents of the Foundation and the Sponsors of the Mobile Playroom and their affiliates (referred to as the "Indemnified



Party” individually and “Indemnified Parties” collectively) to the fullest extent of the law, from and against any and all losses, claims, damages, liabilities, costs (including the costs of investigating, preparing, and defending any such claims and reasonable attorney’s fees) and expenses (collectively referred as “Losses”) incurred by any such party, arising out of or in connection with any action, claim, suit or proceeding, whether commenced or threatened , based upon or relating to:

- i. This Agreement and the transactions contemplated hereby or
- ii. The conveyance, transfer, or use of the Mobile Playroom by any person or entity in a manner which is subject of this agreement, whether or not any Indemnified Party is a formal party to any and such proceeding.

An Indemnified Party shall promptly notify the Hospital of any claim or Losses for which indemnification is sought, and shall promptly forward all documents in its possession and communicate all information known by it to the Hospital, to the extent such documents and information are relevant to the claim or Losses. If the Indemnified Party fails to notify the Hospital of a claim or Losses as set forth above, or fails to promptly provide relevant information in its possession regarding the claim or Losses, and if the Hospital is prejudiced thereby in its ability to defend the claim or Losses, the Hospital shall be relieved of any liability to the Indemnified Party to the extent of such prejudice.

The Hospital shall have the right, at its option and sole expense, to assume sole responsibility for defending or settling the claim or Losses, and shall have the right to use legal counsel of its choice. If the Hospital exercises this option, (i) it shall notify the Indemnified Party in writing, (ii) the Indemnified Party shall cooperate in the settlement or defense of the Claim, and (iii) the Hospital shall not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with settling or defending the Claim.

The Hospital agrees to reimburse promptly any Indemnified Party for all such Losses as they are incurred by such Indemnified Party (regardless of whether it is ultimately determined that the Indemnified Party is not entitled to indemnification hereunder). The obligations of the Hospital to each Indemnified Party hereunder shall be separate obligations and the liability of the hospital hereunder shall not be extinguished solely because any other Indemnified Party is not entitled to indemnify hereunder.

6. This Agreement shall be governed by the laws of the State of California, without regard to conflicts of law, and the Hospital hereby submits to the personal jurisdiction of courts situated in the County of Los Angeles, State of California, and waives any right it may have to object to the venue of any proceeding at law or in equity or that such proceeding has been brought in an inconvenient forum.
7. This agreement may be executed via fax and/or in counterparts with the same force and effect as if one and the same document were manually executed.



**THE OSCAR LITWAK FOUNDATION**

\_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_ (Hospital)

\_\_\_\_\_

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

Its: \_\_\_\_\_

PLEASE ENTER THE CONFIRMATION CODE RECEIVED IN YOUR MOBILE PLAYROOM

QUESTIONNAIRE CONFIRMATION E-MAIL: \_\_\_\_\_



## MOBILE PLAYROOM AGREEMENT

Hospital Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Name of Sponsor \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of Mobile Playrooms Subject to this Agreement: \_\_\_\_\_

The above named Hospital (referred to as the "Hospital") acknowledges receipt from The Oscar Litwak Foundation (referred to as the "Foundation") the number of Mobile Playrooms set forth above and agrees that the Hospital's acceptance, use, and maintenance of the Mobile Playroom shall be pursuant to all the terms and conditions of this agreement.

Dated: \_\_\_\_\_, 20\_\_\_\_

Name of Hospital: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_

Title: \_\_\_\_\_

### ACCEPTED AND AGREED

The Oscar Litwak Foundation

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

Its: \_\_\_\_\_



**SHIPPING AND DELIVERY INFORMATION**

This form must be filled out and returned with the signed Mobile Playroom Agreement.

Please complete the following, and specify all the details for shipment of the Mobile Playroom(s) to your Hospital.

Hospital Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact's Department: \_\_\_\_\_

Contact's Phone: \_\_\_\_\_

Contact's E-Mail: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

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

Best time to deliver the Mobile Playroom(s) is between \_\_\_\_\_ and \_\_\_\_\_

Notes / Special Instructions:

