

Indemnity Agreement

No: 2.0, Revised: January 2018

In consideration of being allowed to participate at the Gilbert Farmers Market, including the right to sell produce and/or other products, Vendor hereby agrees to the terms of the Indemnity Agreement set forth as follows:

The undersigned, including all employees, volunteers and agents thereof (herein termed the "Vendor"), agrees to exercise the utmost care in the use of the facility and properties of the Gilbert Farmers Market (GFM) and the Town of Gilbert. Furthermore, to the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless GFM and the Town of Gilbert, its officers, directors, employees, successors and agents ("Indemnitees") from and against any and all liability, claims, suits, liens, demands, damages, losses and expenses of any kind, including but not limited to attorney's fees and costs ("Claims"), arising out of, or alleged to arise out of, the acts, omissions, negligence, whether active or passive of the Vendor or any of its employees, agents, suppliers or subcontractors or anyone else Vendor may be liable. Vendor's indemnification, defense and hold harmless obligations shall include any Claims caused in part by any of the Indemnitees. Vendor shall not be obligated to indemnify and defend the Indemnitees for claims found to be caused by the sole negligence or willful misconduct of the Indemnitees. Vendor's indemnification and defense obligations under this agreement shall extend to claims occurring after this agreement is terminated as well as while it is in force and shall not be limited by types or amount of insurance available to Vendor. Should this Agreement conflict with any other agreement, contract or exhibit between Vendor and Indemnitees this Agreement shall control.

I understand that the GFM does not maintain liability insurance to cover any claim, action, judgment, loss, cost or damage against or involving the Vendor. As such, the GFM will not cover any claim, action, judgment, loss, cost or damage arising from the Vendor's participation or activity associated with or facilitating that participation. The Vendor is hereby aware that he/she should review his/her insurance portfolio for necessary adjustments prior to participating in the GFM. The Vendor assumes all liability associated with the participation in the GFM.

Should the Vendor at any time, occupy the premises in a manner contrary to verbal or written direction by the GFM, or in any manner that is unlawful, hazardous, or offensive to the public or to other Vendors, the Vendor shall immediately cease such offending conduct. Failure of the Vendor to immediately conform its conduct as requested by the GFM, shall be cause to immediately revoke all agreement without compensation. Upon failure to so vacate, the GFM is authorized to remove all property of the Vendor from the premises at the Vendor's expense. The GFM is relieved and discharged from any and all loss or damage incurred by such removal. The GFM will not be responsible for storage or safekeeping of property so removed.

The Vendor understands that the premises used by GFM are used with the Town of Gilbert's permission. Permission to use the premises can be withdrawn at any time. The Vendor agrees not to hold GFM, its officers, directors, employees, agents or sponsors responsible for any loss or damages should such permission to use the location be withdrawn.

Unless previously discussed, arranged and agreed upon between the Vendor and GFM and reflected in the application, the undersigned certifies that he/she is the producer of the products brought to the GFM and offered for sale. The Vendor shall comply with any and all licenses, permits or regulations governing the production and sale of their products.