

2019
The Ferndale Farmers Market
Hold Harmless and Indemnification Agreement

This Hold Harmless and Indemnification Agreement is entered into on this _____ day of _____, 2019, by and between the City of Ferndale (hereafter referred to as The City) and the Executive Board of the Ferndale Farmers Market, and _____ (hereafter referred to as the Vendor).

In consideration of the Vendors use of the Ferndale Farmers Market facility at the Ferndale Community Center location, owned and maintained by the City, with consideration the Vendor agrees is sufficient. The Vendor does hereby agree as follows:

1. The Vendor understands and acknowledges that it is not the responsibility of the City of Ferndale to supervise the actions of the Vendor or the operations or actions of the Ferndale Farmers Market. The Vendor agrees that the Vendor should be fully and completely responsible and liable for all acts, omissions and activities undertaken or conducted by the Vendor at the Ferndale Farmers Market.
2. The Vendor hereby agrees that it will undertake and conduct all activities for the purpose of selling goods and services at the Ferndale Farmers Market, or undertake and conduct all activities associated in any manner with the Ferndale Farmers Market in full compliance with all state and local rules and regulations, including but not limited to the regulations pertinent to the operation of the Ferndale Farmers Market. The 2019 Ferndale Farmers Market General Rules and Agreement are recorded herein and made part of this hold harmless and indemnification agreement.
3. The Vendor hereby agrees and shall, at the Vendor's cost and expense, protect, defend, indemnify, and hold harmless the City of Ferndale, the Ferndale Farmers Market Board of Directors, its employees and agents, from any and all costs, claims, liabilities, obligations, claims for liens, penalties, actions, costs and expenses (including without limitation attorney fees, costs and expenses of litigation), loss of business income, death or injury, judgments or awards of damages arising out of or in any way resulting from the acts or omissions of the Vendor, its employees, officers, invitees, contractors, sub-contractors, guests or agents arising or due to any failure on the part of the Vendor to perform or comply with any rule, ordinance, regulation or law. By way of example and not of limitation, of the foregoing, the Vendor shall protect, defend, indemnify, and hold harmless the City of Ferndale the Ferndale Farmers Market Board of Directors, its employees or agents, or any and all costs, claims, judgment or awards of damages resulting from the Vendors (or employees, agents or representatives) negligent acts or omissions; intentional acts or omissions; any liability arising from or failure to comply with the terms of this agreement, all as may be amended from time to time.
4. If the undersigned, in operating as a corporation, limited liability company, limited partnership, or other legal entity duly established in license in the state of Washington, then in such event, the Vendor and the Vendor's officers, directors, members and/or partners will, in addition to the Vendor, be personally liable and obligated under the terms and conditions of this hold harmless and indemnification agreement, and each of the officers, directors, members and or partners hereby guarantee that they are personally liable and obligated under the hold harmless and indemnification agreement to the City of Ferndale, and the Ferndale Farmers Market Board of Directors. Each of the officers, directors, members and/or partners of the Vendor, personally and individually sign this agreement.

I have reviewed the above terms and conditions of the hold harmless and indemnification agreement and have asked questions about the same with my legal counsel, and if I've not done so, it is because I have chosen or declined to do the same.

Company/Vendor Name _____

Print name _____

Signature _____

Date _____

Witness Name _____

Witness Signature _____