

2020
The Ferndale Farmers Market
Hold Harmless and Indemnification Agreement

This Hold Harmless and Indemnification Agreement (this "Agreement") is entered into as of the _____ day of _____, 2020, by _____ (the "Vendor") in favor of North Sound Investors 2, L.L.C. ("North Sound"), Grocery Outlet Inc. dba Ferndale Grocery Outlet ("Grocery Outlet"), Tractor Supply Company dba Ferndale Tractor Supply ("Tractor Supply") and the Board of Directors of the Ferndale Farmers Market, a Washington non-profit corporation (the "Ferndale Farmers Market Board").

In consideration of the Vendor's use of the Ferndale Farmers Market facility located within a portion of the common areas of the North Sound Center shopping center (the "Shopping Center") owned and maintained by North Sound and used by Grocery Outlet and Tractor Supply, the Vendor agrees as follows:

1. The Vendor agrees that neither North Sound, Grocery Outlet, Tractor Supply nor any other tenant within the Shopping Center shall have any responsibility to Vendor for, or any obligation or liability to Vendor on account of or with respect to, any acts or omissions, or any other aspect, of the Ferndale Farmers Market or for any acts or omissions of any of its vendors (including Vendor). The Vendor assumes sole and complete responsibility and liability for all acts, omissions and activities undertaken or conducted by the Vendor and any of its employees, officers, invitees, contractors, sub-contractors, guests or agents at the Ferndale Farmers Market site or elsewhere within the Shopping Center.
2. The Vendor agrees to undertake and conduct all activities related to its sale of goods and/or services at the Ferndale Farmers Market site, and all other activities of Vendor 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 2020 Ferndale Farmers Market General Rules and Agreement (the "Rules And Agreement"), copies of which have been furnished to Vendor, are incorporated herein by this reference and are made part of this Agreement.
3. The Vendor agrees, at the Vendor's cost and expense, to protect, defend, indemnify, and hold harmless North Sound, Grocery Outlet, Tractor Supply and the Ferndale Farmers Market Board, and their respective directors, members, managers, 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 acts or omissions of the Vendor, or any of the Vendor's employees, officers, invitees, contractors, sub-contractors, guests or agents, or any failure on the part of the Vendor to perform or comply with any rule, ordinance, regulation or law or with the Farmers Market Rules. In addition to and without limiting the foregoing, the Vendor agrees, at the Vendor's cost and expense, to protect, defend, indemnify, and hold harmless North Sound, Grocery Outlet, Tractor Supply and the Ferndale Farmers Market Board, and their respective directors, members, managers, employees or agents, from and against any and all costs, claims, judgment or awards of damages resulting from any negligent or reckless acts or omissions, intentional acts or omissions, and any non-compliance with the terms of this Agreement or with the Rules And Agreement, on the part of Vendor or any of Vendor's employees, officers agents, contractors, sub-contractors, guests or invitees.
4. If the Vendor operates as a corporation, limited liability company, limited partnership, or other legal entity, then the Vendor's officers, directors, members and/or partners jointly and severally with the Vendor shall be personally liable and obligated under the terms and conditions of this Agreement, and each of the officers, directors, members and or partners of Vendor hereby absolutely and unconditionally guarantees to North Sound, Grocery Outlet, Tractor Supply and the Ferndale Farmers Market Board of Directors the Vendor's performance of this Agreement. Each of the officers, directors, members and/or partners of the Vendor, have personally and individually signed this agreement.

I have reviewed the above terms and conditions of this Agreement and have asked questions about the same with my legal counsel, and if I've not done so, it is because I freely have chosen not to do so.

Company/Vendor Name _____

Signature _____

Print Name and (If Applicable) Title of Person Signing: _____

Date _____

Witness Signature: _____

Print Name of Witness: _____