



Union City Farmers & Artisans Market Hold Harmless Agreement

This Agreement is made this _____ day of _____, 20____, between the undersigned Vendor and the Union City Farmers & Artisans Market ("the Market") for the 20__ season. This agreement becomes effective when the Vendor's application for acceptance has been approved and the Market Manager has signed this agreement.

In exchange for permission to participate as a Vendor, the Vendor agrees to the following:

1. The Vendor will be bound by the published Market Rules & Guidelines of the Market.
2. The Vendor acknowledges that admission to the Market as well as Market space assignments are made at the discretion of the Market Manager. This Agreement is not a guarantee by the Market that the Vendor will be permitted to sell at the Market throughout the planned season, nor is it a guarantee that the Market will operate for the entire planned season. Permission to participate may be revoked or suspended by the Market Manager as a result of violation of this Agreement.
3. The vendor shall indemnify and hold harmless the Union City Market, East Central College or any owner(s) of the lot/space(s), the City of Union, officers, agents, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merit or outcome of any matter connected to any act or omission in going to, coming from, performing services, work or activities at or in relation to the Union City Farmers & Artisans Market and associated events.
4. The Vendor will be responsible for all claims arising from its participation in the Market, including, without limitation, personal injury, property damage, and product liability, and agrees to save, defend, hold harmless and indemnify the City of Union, owner(s) of the lot/space(s), and all of their agents and staff, including those serving as volunteer Market Manager(s), from and against any and all claims, loss, damage, injury, costs and charges, including court costs and attorney's fees, liability or exposure, however caused, resulting from, arising out of, or in any way connected with the Vendor's participation in the Market, performance of Agreement, or obligations under the Market Policies and Procedures.
5. If available, vendor agrees to provide the Market with a certificate of general liability and property damage insurance, including products liability coverage, in the amount of at least \$300,000.00, naming the indemnities listed above as additional insured. Vendor hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damages which it may have or which may hereafter accrue as a result of its activities at the Union City Market.
6. Vendor agrees to provide proof of vehicle insurance.

I HEREBY STATE THAT I HAVE READ, UNDERSTAND AND AGREE TO FOLLOW THE ABOVE RULES OUTLINED IN THIS COPY OF THE UNION CITY FARMERS & ARTISANS MARKET HOLD HARMLESS AGREEMENT.

This _____ day of _____ (month), 20____

Vendor Name (PRINT)

Vendor Signature

Address, city, state, zip

Phone

This Hold Harmless Agreement must be signed and submitted to either the onsite Market Manager or to the City of Union Community Development Department, 10 E. Locust Street, Union, MO 63084 prior to setup of market booth.