



OAK CREEK FARMERS MARKET 2024 HOLD HARMLESS AND INDEMNITY AGREEMENT

Business/Organization: _____ [COMPANY]

Address: _____

has agreed to provide Vendor Services to the City of Oak Creek for its Oak Creek Farmers Market events on Saturdays between the dates of May 11, 2024 and October 19, 2024 at Drexel Town Square per the submitted vendor form on file. (the "Event").

[COMPANY] recognizes that there may be safety hazards and the potential for bodily injury in performing services and by participants involved with the Event.

[COMPANY] hereby agrees to indemnify, defend and hold harmless the City of Oak Creek, its elected and appointed officials, officers, employees, against, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City of Oak Creek, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Oak Creek, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Oak Creek, its elected and appointed officials, officers, employees, agents, representatives and volunteers. [COMPANY] shall reimburse the City of Oak Creek, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that [COMPANY] employs other persons or entities (subcontractor) as part of the services provided for the Event, it shall be [COMPANY'S] responsibility to require and confirm that each subcontractor enters into a Hold Harmless and Indemnity Agreement in favor of the City of Oak Creek, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this agreement.

This indemnity provision shall survive the termination or expiration of this agreement.

Dated: _____

Signature: _____

Name: _____

Title: _____