

# Le Roy Farmers' Market Indemnity Agreement

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, herein referred to as "Vendor", and David Perkins, property owner, herein referred to as the "Property Owner".

Whereas, the Property Owner has authorized the use of this property for the purpose of conducting a "Farmer's Market", and

Whereas, the undersigned Vendor desires to sell certain products customarily sold at Farmer's Market within the area designated by Property Owner, and

Whereas, the foregoing right and privilege is conditioned, in part, upon the execution by Vendor of an agreement holding the Property Owner from and indemnifying the Property Owner from and against all liability or loss Property Owner may sustain as a result of claims, demands, costs, or judgments arising from the Vendor's activities in conducting the exhibition and sale of its products on the Owner's Property at such times and locations as the Farmer's Market is authorized.

Now therefore, in consideration of the foregoing the parties hereto agree as follows:

1. Vendor shall indemnify and save harmless the Property Owner against any and all claims, demands, causes of action, suits or judgments, including reasonable attorney fees, costs and expenses of any kind or nature, whatsoever, due to or arising out of any act, negligence or neglect of Vendor, its/their employees, guests, servants, agents, or invitees during any period of time the Vendor occupies the Property Owner's property while setting up, displaying, selling, or removing any of Vendor's products while participating as a Vendor at the Farmer's Market.
2. Indemnity under this agreement shall commence on \_\_\_\_\_ 20\_\_\_\_
3. The terms of this Agreement shall bind and inure to the benefit of the parties, their successors and assigns.

*In Witness whereof, the parties hereto have executed this agreement:*

**David Perkins, Property Owner:**

**Date** \_\_\_\_\_

**Vendor:**

**Date** \_\_\_\_\_