

**VENDOR’S INSURANCE AND INDEMNIFICATION AGREEMENT**

This Vendor’s Insurance and Indemnification Agreement (hereinafter referred to as the “Agreement”) is executed as of the \_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between Borough of Bath, a municipality located in Northampton County, Pennsylvania (hereinafter referred to as “Bath”) and {name of Vendor} \_\_\_\_\_, a Bath Farmers’ Market Vendor, with offices located at {street address} \_\_\_\_\_, {municipality} \_\_\_\_\_, {post office} \_\_\_\_\_, Pennsylvania {zip code} \_\_\_\_\_ (hereinafter referred to as “Vendor”).

**WHEREAS**, Vendor represents its has been accepted as a 20 \_\_\_\_ member of the Bath Farmers’ Market, an unincorporated association, to participate in said market pursuant to the Bath Farmers’ Market Rules and Regulations, as amended; and

**WHEREAS**, Bath Farmers’ Market intends to use Monocacy Creek Park to conduct its operation; and

**WHEREAS**, Monocacy Creek Park is owned by Bath; and

**WHEREAS**, Bath is not a member of the Bath Farmers’ Market; and

**WHEREAS**, as a community service, Bath has granted the Bath Farmers’ Market a revocable license to use Monocacy Creek Park subject to participating Vendors complying with Bath Farmers’ Market Rules and Regulations, as amended, Bath’s park rules, and any other applicable federal, state or local law, subject to Bath having the right to revoke said license for any reason or no reason, in Bath’s sole discretion, and subject to each member of the Bath Farmers’ Market entering into this Agreement prior to each member’s use of Monocacy Creek Park and participation in the Bath Farmers’ Market; and

**WHEREAS**, Vendor desires to enter into this Agreement and comply with its terms.

**NOW THEREFORE**, in consideration of Bath's permission to use Monocacy Creek Park subject to the terms and conditions herein, and intending to be legally bound hereby, Vendor agrees as follows:

### **1.1 RECITALS**

The Recitals do form a part of this Agreement and are incorporated herein by reference as if fully set forth at length.

### **1.2 INDEMNIFICATION**

Vendor shall indemnify, defend, save and hold harmless Bath, its officers, agents and employees, Monocacy Creek Park and the Bath Farmers' Market, from any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to or connected with any act or omission of Vendor, its officers, agents or employees, including contractors and subcontractors, arising out of or in any way connected to, but not limited to, Vendor's use of Monocacy Creek Park and Vendor's participation in the Bath Farmers' Market. The obligation to indemnify, defend, save and hold harmless Bath, its officers, agents and employees, Monocacy Creek Park and Bath Farmers' Market shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, reasonable attorneys' fees, expert fees, court costs and all other costs of such indemnification.

### **1.3 INSURANCE**

(a) Vendor shall maintain liability insurance, throughout Vendor's use of Monocacy Creek Park and participation in Bath Farmers' Market, naming Bath, its officers, agents and employees, Monocacy Creek Park and Bath Farmers' Market as an additional primary insured without contribution, with an insurance company which is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than "A", indemnifying Bath, its officers, agents and employees, Monocacy Creek Park and Bath Farmers' Market from and against any and all claims for injury or damage to persons or property, both real and personal, caused by or arising out of Vendor's use of Monocacy Creek Park and Vendor's

participation in Bath Farmers' Market, and Vendor shall carry said insurance in the following amounts:

- (1) The amount of such insurance against liability for damage to property shall be no less than Five Hundred Thousand (\$500,000) as to any one (1) occurrence.
- (2) The amount of such insurance against liability for injury or death to any person shall be no less than Five Hundred Thousand Dollars (\$500,000).
- (3) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be no less than Five Hundred Thousand Dollars (\$500,000).

(b) All insurance coverage shall be maintained throughout the period of this Agreement. All insurance policies shall contain a provision that Bath and Bath Farmers' Market will receive thirty (30) days written notice prior to any changes or cancellation of the policy. All expenses incurred for said insurance shall be at no cost to Bath or Bath Farmers' Market.

(c) An insurance policy or policies and necessary endorsements evidencing the insurance coverage required herein shall be provided by Vendor to Bath prior to Vendor's use of Monocacy Creek Park and participation in the Bath Farmers' Market and said policies and endorsement are subject to Bath's approval, in its sole discretion.

#### **1.4 GOVERNING LAW**

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Northampton, or in the United States District Court for the Eastern District of Pennsylvania.

**1.5 ENTIRE AGREEMENT**

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals and cannot be changed without a written amendment approved by both Bath and Vendor.

**1.6 SEVERABILITY**

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is preempted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

WITNESS, Vendor has executed this Agreement this \_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST

VENDOR

\_\_\_\_\_

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_