

**SPARTA DAY 2017 FOOD VENDOR AGREEMENT
INDEMNIFICATION, HOLD HARMLESS AND INSURANCE AGREEMENT**

This Indemnification, Hold Harmless and Insurance Agreement ("Agreement") is made between **The Junior Woman's Club of Sparta ("JWCS")** located at PO Box 626, Sparta, New Jersey 07871 and _____
 ("**Applicant**") located at _____.

WHEREAS, Applicant has agreed to participate as a food vendor at Sparta Day 2017 sponsored by JWCS therefore the Applicant is required to execute this Agreement by which Applicant has agreed to indemnify, defend, hold harmless and maintain insurance in favor of JWCS as provided in this Agreement.

Indemnification. Applicant shall indemnify, defend, pay on behalf of and hold harmless JWCS and its members, executive committee members, Sparta Day committee members, officers, as well as all of its agents, partners, volunteers, representatives and successors from any and all liability arising out of or based upon any and all claims, accidents, injuries, damages arising out of the Vendor's negligent or improper acts, losses, theft, demands, causes of action, penalties, settlements, costs, charges, expenses, including reasonable attorney's fees, judgments and claims of any nature or kind, arising in law or equity, (collectively referred to as "Claims"), including but not limited to those involving Applicant's negligence and those brought by employees of Applicant, its agents, volunteers, contractors and subcontractors, arising out of operation and/or participation at Sparta Day 2017.

Applicant shall also defend and pay all costs in defending Claims, including paying reasonable attorney fees, professional fees and costs of suit. Applicant's indemnification obligations under this Agreement shall survive the expiration of the approval issued by JWCS.

Hold Harmless. Applicant assumes any and all risk incidents at Sparta Day 2017. Further, Applicant covenants and agrees not to make any claim against or file any legal proceedings of any nature against JWCS and any of its members, executive committee members, Sparta Day committee members, officers, as well as all of its agents, partners, volunteers, representatives and successors including those resulting from any death or injury to any person or damage or destruction to any property any way related to operation and/or participation in Sparta Day 2017. Applicant waives, releases, holds harmless and forever discharges the JWCS, and any of its members, executive committee members, Sparta Day committee members, officers, as well as all of its agents, volunteers, partners, representatives and successors from any and all liability, causes of action, claims and/or demands, arising in law or equity, of any kind including but not limited to personal injury, death and/or property damage arising out of or any way related to operation and/or participation in Sparta Day 2017. The Applicant's obligations under this Agreement shall survive the expiration or termination of this Agreement for the applicable statute of limitations period and shall not be limited by available insurance coverage.

This Indemnification and Hold Harmless Agreement is intended to be all encompassing.

Insurance. Applicant shall maintain commercial general liability insurance covering all claims for death, personal injury and property damage. The insurance shall cover Applicant's indemnification obligations set forth above. The minimum limits of liability insurance for the commercial general liability and automobile insurance shall be \$1,000,000.00 per occurrence. Applicant shall also maintain worker's compensation insurance in an amount not less than the statutory minimum required in the State of New Jersey (if applicable). JWCS shall receive advance written notice in the event of cancellation, termination or non-renewal of the insurance required by this agreement. Upon signing this Agreement Applicant shall furnish Certificates of Liability Insurance to JWCS confirming that it is maintaining the insurance required under this Agreement by insurance carrier(s) that are duly licensed to underwrite insurance in the

State of New Jersey, so requested. However, by signing this document Applicant agrees that it has or can obtain such coverage regardless of whether document is requested. All of Applicant's liability insurance shall be primary over any similar insurance maintained by or available to JWCS. Applicant and Applicant's insurance shall also waive any claim for subrogation against JWCS or its insurance carrier(s).

The Applicant acknowledges and agrees that the person signing this Agreement on its behalf is duly authorized to bind the Applicant to all of the terms and conditions of this Agreement.

By: _____

Junior Woman's Club of Sparta

Date: _____

By: _____

APPLICANT

Date: _____