

**SPARTA DAY 2017 VENDOR AGREEMENT
INDEMNIFICATION AND HOLD HARMLESS**

This Indemnification and Hold Harmless 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 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.

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: _____