

Indemnification Agreement

The undersigned, including all employees, volunteers and agents thereof, herein known as "VENDOR", agree to exercise the utmost care in the use of facilities and properties of the Creekside Co-Op Farmers' Market, High School Park, and Cheltenham Township. The Vendor also agrees to indemnify and save claims, actions, judgments, losses, costs, (including reasonable attorney fees) and damages whatsoever, including claims of incidents to Creekside Co-Op Farmers' Market except caused by the sole negligence of the Creekside Co-Op Farmers' Market.

I understand that Creekside Co-Op Farmers' Market does not maintain liability insurance to cover any claim, action, judgment, loss, cost or damage against or involving the VENDOR. As such, the Creekside Co-Op Farmers' Market will not cover any claim, action, judgment, loss, cost or damage arising from the vendor's participation or activity associated with or facilitation of that participation. The VENDOR is hereby given notice and is aware that he/she should review his/her personal insurance portfolio for necessary adjustments prior to participating in the Creekside Co-Op Farmers' Market. The VENDOR assumes all liability associated with their participation in the Creekside Co-Op Farmers' Market.

Should the VENDOR, at any time, occupy the premises in a manner contrary to verbal or written direction by the Creekside Co-Op Farmers' Market; a manner contrary to the bylaws; or in any manner that is unlawful, hazardous, or offensive to the public or to other vendors, the VENDOR shall immediately cease such offending conduct. Failure of the VENDOR to immediately conform its conduct as requested by Creekside Co-Op Farmers' Market shall be cause to immediately revoke this agreement without compensation. Upon failure to so vacate, Creekside Co-Op Farmers' Market is authorized to remove all property of the VENDOR from the premises at the vendor's expense. Creekside Co-Op Farmers' Market is relieved and discharged from any and all loss or damage incurred by such removal. Creekside Co-Op Farmers' Market will not be responsible for storage or safekeeping of property so removed.

The VENDOR understands that the premises used by the Creekside Co-Op Farmers' Market are used with Cheltenham Township's permission. Permission to use the premises can be withdrawn at any time. The Vendor agrees not to hold Creekside Co-Op Farmers' Market, its officers, directors, employees, agents or sponsors responsible for any loss or damages should such permission to use the facility be withdrawn.

Unless previously discussed, arranged and agreed upon between the VENDOR and Creekside Co-Op Farmers' Market and reflected in the application, the Undersigned certifies that he/she is the grower, producer or agent of such product brought to and offered for sale at the Creekside Co-Op Farmers' Market. The VENDOR shall comply with any and all licenses, permits, and/or regulations governing the production and sale of their products.

The Undersigned/VENDOR has received, read and understands the 2010 Creekside Co-Op Farmers' Market application. I the Undersigned/VENDOR intends and agrees to follow the 2010 Creekside Co-Op Farmers' Market application requirements. In signing this release, I acknowledge and represent that I the Undersigned/VENDOR have read the foregoing material and execute this release for full, adequate and complete consideration, fully intending to be bound by the same.

NOTARY SEAL

Signature _____

Printed Name _____

Position in Company _____

Date _____