

**Franklin's Market on Main
20__ Market & Hold Harmless Agreement**

This Agreement is made this _____ day of _____, 20__, between the undersigned Vendor and the City of Franklin Farmers Market for the 20__ season. This agreement becomes effective when the Vendor's application for acceptance has been approved and the Market Manager has signed this agreement.

In exchange for permission to participate as a Vendor, the Vendor agrees to the following:

1. The Vendor will be bound by the published Policies and Procedures of the Market.
2. The Vendor acknowledges that admission to the Market as well as Market space assignments are made at the discretion of the Market Manager. This Agreement is not a guarantee by the Market that the Vendor will be permitted to sell at the Market throughout the planned season, nor is it a guarantee that the Market will operate for the entire planned season. Permission to participate may be revoked or suspended by the Market Manager as a result of violation of this Agreement.
3. The Vendor will attempt, in good faith, to resolve any disputes without resorting to litigation. The vendor will limit any claim against the Market, its staff or agents, or its sponsoring organizations, resulting from a suspension or termination of permission to participate in the Market, or resulting from the Market ceasing operations, to a pro-rated refund of the annual application fee(s). If the Vendor does pursue litigation and is unsuccessful, the Vendor agrees to pay all costs incurred by the Market, its staff or agents, or its sponsoring organizations, in defending that claim including attorney's fees.
4. The Vendor will be responsible for all claims arising from its participation in the Market, including, without limitation, personal injury, property damage, and product liability, and agrees to save, defend, hold harmless and indemnify the Market Manager, City of Franklin, Franklin Department of Parks and Recreation, the Virginia Department of Agriculture, and all of their agents and staff, including those serving of the Franklin Farmers' Market Advisory Board, from and against any and all claims, loss, damage, injury, costs and charges, including court costs and attorney's fees, liability or exposure, however caused, resulting from, arising out of, or in any way connected with the Vendor's participation in the Market, performance of Agreement, or obligations under the Market Policies and Procedures.
5. If available, the Vendor agrees to provide the Market with a certificate of general liability and property damage insurance, including products liability coverage, in the amount of at least \$300,000.00, naming the indemnities listed above as additional insured.

NAME OF BUSINESS: _____

VENDOR

PARTNER

ACCEPTED this _____ **day of** _____, **20**__.

FRANKLIN'S MARKET ON MAIN

By: _____

Bob Campbell, Market Manager