

# Everyone's Harvest - Marina Certified Farmers' Market

## 2012 Hold Harmless Agreement: Indemnification and Release

**Seller:** \_\_\_\_\_

(Hereinafter referred to as "Seller"), being provided selling space at the *Everyone's Harvest ~ Marina Certified Farmers' Market*, agrees to the following terms and conditions:

1. Everyone's Harvest; operator of, the *Everyone's Harvest ~ Marina Certified Farmers' Market* (including Market Managers, operated in the future by *Everyone's Harvest, its affiliates or successors*): and its officers, independent contractors, employees, agents, board members and volunteers.
2. "Seller" shall mean any farmer, vendor, participant, volunteer, or entity at *Marina Certified Farmers' Market*; seller's employees, agents or volunteers, including family member; and its heirs and assigns.

### Indemnification

Seller shall indemnify and hold harmless *Everyone's Harvest, Marina Village Merchant's Association, MANCO ABBOTT INC. Real Estate Management, the Marina Village Shopping Center, administration, and staff, the city of Marina, the County of Monterey, and its City Council, boards and commissions, officers, agents, employees and volunteers* from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney's fees, regardless of the merit or outcome of any matter connected to any act or omission in going to, coming from, or performing services, work or activities at or in relation to *Everyone's Harvest Marina Certified Farmers' Market*.

### Release

Seller hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damages which it may have or which may hereafter accrue as a result of its activity at the *Everyone's Harvest Marina Certified Farmers' Market*.

### Market Safety Requirements

Seller hereby assumes liability and financial responsibility for any accident, injury or property damage resulting from failure to comply with the *Farmers' Market Rules and Regulations*, specifically health and safety regulations.

I HEREBY STATE THAT I HAVE READ, UNDERSTAND AND AGREE TO FOLLOW THE ABOVE PROCEDURES OUTLINED IN THIS COPY OF THE *EVERYONE'S HARVEST HOLD HARMLESS AGREEMENT-IDEMIFICATION AND RELEASE FORM*. IN WITNESS THEROF, this agreement is executed

this \_\_\_\_\_ day of \_\_\_\_\_ (month), 200\_\_\_\_ (year)

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Seller's Name

Seller's Signature

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Address, City, State, Zip

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Phone:

PLEASE RETURN WITH APPLICATION/AGREEMENT TO:

Everyone's Harvest  
PO Box 1423 Marina, CA 93933  
(831) 384-6961