

Hamilton Main Street Market

Hold Harmless Agreement, Indemnification and Release

Seller: _____

(Hereinafter referred to as “Seller”), being provided selling space at the Hamilton Main Street Market, agrees to the following terms and conditions:

1. Hamilton Main Street Board; operator of, the Hamilton Main Street Market (including Market Managers, operated in the future by the Hamilton Main Street Board, 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 the Hamilton Main Street Market; seller’s employees, agents, or volunteers, including family member; and its heirs and assigns.

Indemnification

Seller shall indemnify and hold harmless the Hamilton Main Street Board, the City of Hamilton, the County of Hamilton, 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 the Hamilton Main Street Market.

Release

Seller hereby waives, releases, and discharges 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 Hamilton Main Street Market.

Photo Release

I hereby grant Hamilton Historic Main Street and the City of Hamilton permission to use my likeness in photograph(s) in any publications or publicity materials (including but not limited to books, newsletters, videos, social media and Web use), in perpetuity. I will make no monetary or other claim against Hamilton Historic Main Street or the City of Hamilton for the use of the photograph(s).

Market Safety Requirements

Seller hereby assumes liability and financial responsibility for any accident, injury or property damage resulting from failure to comply with the Hamilton Main Street 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 HAMILTON HISTORIC MAIN STREET DOWNTOWN MARKET HOLD HARMLESS AGREEMENT-IDEMNIFICATION AND RELEASE FORM.

Seller's Name: _____

Seller's Signature: _____

Address, City, State, Zip: _____

Phone: _____

PLEASE RETURN AGREEMENT (WITH APPLICATION) TO:

Hamilton Main Street

108 North Bell Street

Hamilton, TX 76531

Or email mainstreet@hamiltontx.com