



BARNEGAT TOWNSHIP

INDEMNIFICATION & HOLD HARMLESS AGREEMENT

This **INDEMNIFICATION & HOLD HARMLESS AGREEMENT** (“Agreement”) is executed as of this _____ day of _____ 202__, by and between _____ [individual or entity licensee’s (vendors) name], with an address of _____ [licensee’s (vendors) street address] (“Licensee”) and the Township of Barnegat with an address of :

900 West Bay Ave, Barnegat, New Jersey 08005 (“Licensor” or the “Township” and collectively the “Parties”).

WHEREAS, Licensee is holding an event entitled Barnegat Farmers Market occurring at :14 Birdsall St on Thursdays June 27 – September 19, November 24 from: arrival 730am- breakdown beginning at 3pm_ ; and

WHEREAS, the Township is the owner of certain real property where the Event will occur: 14 Birdsall St address of Township’s property involved] (the “Property”); and

WHEREAS, the Township has agreed to let Licensee use the Property for the Event subject to the execution of this Hold Harmless Agreement and the conditions set forth herein; and

NOW, THEREFORE, be resolved as a result in an exchange of consideration the receipt whereof is hereby acknowledged by each party, and in consideration of the mutual

covenants, agreements, conditions, understandings and undertakings hereinafter contained and set forth, the parties hereto hereby agree as follows:

1. The Township licenses use of the Property to Licensee solely for use at the Event on the Event Date for the following purpose(s) Vending at the Barnegat Farmers Market

2. Licensee shall provide its own equipment and be responsible for the setting up and breaking down of said equipment. Licensee is permitted to utilize the following Township equipment: event grounds and port-a-johns

3. Licensee shall not otherwise attempt to or actually use, set up, breakdown, or transport, assign or sublet any Township-provided equipment except as permitted by this Agreement, without, in each case, the prior written consent of the Township, which consent may be given or withheld in the Township's sole discretion.

4. Licensee agrees to assume the risk for any damages to the Property during the Event.

5. Licensee agrees to procure General Liability Insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The Licensee further agrees to name the Township as the beneficiary of this insurance and provide a copy of the Certificate of Insurance for General Liability at least one week prior to the Event.

6. The fee for this Agreement will be (see farmers market application attached) , payable by Licensee to the Township.

7. The term of this Agreement will commence with the date of this Agreement. Prior to the Event, the Agreement shall be subject only be subject to termination upon 30 days written notice by either Party. The Agreement shall otherwise automatically terminate following the Event, unless the Licensee rented or received equipment from the Township,

in which case the Agreement shall termination upon the Township confirming, by way of inspection, that any Township-owned or controlled equipment rented, loaned or otherwise provided to Licensee was returned in a satisfactory condition.

8. Licensee hereby indemnifies the Township from all actions, including but not limited to claims and legal actions, by any person or entity whatsoever arising from Licensee's use of the Property as described herein.

9. Licensee hereby releases, holds harmless, remises, acquits, satisfies, and forever discharges the Township from all actions suits, debts, obligations, endorsements, causes of action, dues, sums of money, accounts reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, executions, claims, and demands whatsoever, in law or in equity which arise now or in the future, as the result of the actions of Licensee, its agents, representatives, contractors, employees, etc., actions with respect to Licensee's use of the Property as describe herein.

10. In the event of any litigation between Licensee and the Township to enforce any provision of this Agreement or any right to either party, the Licensee must pay on demand all of the Township's costs, charges, and expenses, including reasonable fees of counsel, agents and other retained by the Township, incurred in enforcing Licensee's obligations under this Agreement or incurred by the Township in any litigation, negotiation or transaction in which Licensee cause the Township, without the Township's fault, to become involved.

11. The covenants and conditions contained in this Agreement will apply to and bind the respective heirs, successors, executors, administrators and assigns of the parties. The terms "Licensor(s)" and "Licensee(s)" include the successors and assigns of either party, whether immediate or remote.

12. The validity, enforcement and interpretation of this Agreement shall be governed by the laws of the State of New Jersey and venued in Ocean County.

13. This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date above-first written.

TOWNSHIP OF BARNEGAT
Licensor

Jeanne Broadbent, Recreation Director
Township Official Print

Township Official Signature

Licensee / Vendor Print

Licensee / Vendor Signature