

HOLD HARMLESS FOR USE OF CITY FACILITIES

1. To the fullest extent permitted by law, I _____ agree to indemnify, defend and hold harmless the City of Rolla, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorney’s fees, court costs, or alternative dispute resolution costs arising out of, or related to the Rolla Downtown Farmers Market’s use of City’s facilities, buildings, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, damages, losses or expenses are caused by the negligence or other wrongdoing of the Rolla Downtown Farmers Market, its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by the Rolla Downtown Farmers market or anyone for whose acts the Rolla Downtown Farmers Market may be liable, regardless of whether caused in part by the negligence or wrongdoings of City and any of its agents or employees.

2. I, _____ agree to provide quality produce/products to the community with locally grown or made products/produce (local means Phelps County and any county which borders Phelps County, except for fruits not normally grown in the local area such as peaches and melons). No flea market, yard sale, auction or out-of-state produce/products will be permitted.

3. No provisions of this agreement shall constitute a waiver of the City’s right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

Vendor’s Signature Date

Wilma Bingham, Chairman, Rolla Downtown
Farmers Market

Please Print

Name _____

Address _____

Phone _____

Email _____