



# CITY OF BEAUFORT HOLD HARMLESS AGREEMENT 2016



I wish to participate as a vendor in the City Farmers Market for the purposes of: \_\_\_\_\_

I understand that in consideration for allowing me to participate, the City of Beaufort expects that I will be legally responsible for all that may occur relative to my activities, and that I will further hold the City of Beaufort harmless for all claims of any type that might result from my activities. Specifically, I understand:

1. The City of Beaufort does not supervise my activities or the facilities.
2. The City of Beaufort does not allow the use or possession of alcohol on market premises.
3. I certify that all activities will be in full compliance with any local, state, or federal laws or regulations.
4. I cannot rely upon the City of Beaufort for assurances, expressed or implied, that my activities will not cause harm to me or others. By allowing me to participate in market activities, the City of Beaufort is also making no assurances whatsoever that no harm will come to me, my patrons or my guests by my activities. I am fully responsible to ensure that my market space is adequate to engage in my activities safely, and in the event that I deem that they are not, I will refrain from any activities. This will be my sole responsibility.
5. I understand the activity that I will engage in and the risks associated with the activity. The City of Beaufort provides me with no information in this regard, and in the case that I am not able to hold the activity safely, I will refrain from any activities. This will be my sole responsibility.
6. Not only do I agree to be legally responsible and defend, indemnify, and hold harmless the City of Beaufort, its agents or employees for any harm that may come to me, my fellow vendors, patrons or guests, as a result of, direct or indirect, alleged acts of negligence on any of their part. I further agree to defend, indemnify, and hold harmless the City of Beaufort, or any of their employees for any claims, including those resulting from alleged acts of negligence on any of their part.
7. It is my knowing intention to provide the City of Beaufort, and any of its agents, employees or members, the broadest protections against lawsuits that are available.

I have read the above information, agree to it, and have had an opportunity to ask any questions that I have. If I am signing on behalf of an organization, I certify that I am authorized to agree to the terms and conditions of this agreement on my behalf of the City of Beaufort, and the organization's members.

**YOU MUST LIST THE CITY OF BEAUFORT 1911 Boundary Street Beaufort SC, 29902 as Certificate Holder**

**YOU MUST PROVIDE A COPY OF YOUR ORGANIZATION'S CURRENT INSURANCE POLICY**

Signature of Responsible Party

Organization

Date