



**MADE CENTRAL CALIFORNIA EXPOSITION
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
SIGNED AND RETURNED BY AUGUST 1, 2022**

To the furthest extent allowed by law, Vendor does hereby agree to indemnify, hold harmless and defend the MADE Central California Exposition and each of its officers, officials, employees, agents and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by the Expo, Vendor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen out of sale, service or furnishing of food products or merchandise by the Vendor during MADE Central California Exposition on August 31, 2022 and September 1, 2022. The Vendor's obligations under the preceding sentence shall apply regardless of whether the Expo or any of its officers, officials, employees, agents or authorized volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the gross negligence or willful misconduct of the Expo or any of its officers, officials, employees, agents or authorized volunteers.

Throughout the life of this Agreement, Vendor shall pay for and maintain in full force and effect all insurance as required in the Exhibitor Insurance Requirements. Vendor shall conduct all defenses at its sole cost. The fact that insurance is obtained by Vendor shall not be deemed to release or diminish the liability of Vendor. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Vendor. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Vendor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Vendor, its officials, officers, employees, agents, volunteers or subcontractors.

Expo shall be reimbursed for all costs and attorney's fees incurred by Expo in enforcing this Agreement. This Indemnification and Hold Harmless Agreement shall survive the sale, service and furnishing of food products or merchandise by the Vendor during the MADE Central California Expo.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the Expo and Vendor; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Vendor or his/her authorized signatory.

Signature

Date

Print Name