

**HOLD HARMLESS AGREEMENT**

This HOLD HARMLESS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Coshatta-Red River Chamber of Commerce (hereinafter, "CRRCC") and \_\_\_\_\_ (hereinafter, "Vendor"). CRRCC and Vendor are sometimes individually referred to as "Party" and collectively referred to as the "Parties".

WHEREAS, Vendor desires to take part in the \_\_\_\_\_ event (the "Event") sponsored by CRRCC located at \_\_\_\_\_ (the "Property") on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to sell food and/or beverage products and/or arts and/or crafts; and

WHEREAS, in exchange for allowing Vendor to take part in the Event and for making the Property available to Vendor for such purposes, Vendor desires to hold harmless CRRCC from any claims and/or litigation arising out of the Vendor's participation in the Event and/or use of the Property.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, CRRCC and Vendor hereby agree as follows:

**TERMS**

1. **Hold Harmless.** Upon Vendor's participation in the Event and/or use of the Property by any of its employees, agents, invitees and/or volunteers for the purposes specified herein, Vendor shall defend, indemnify, and hold harmless CRRCC from all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or Vendor, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of Vendor's participation in the Event and/or use of the Property. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, award, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to CRRCC for legal expenses and costs incurred by it.
2. **Authority to Enter Agreement.** Vendor warrants that the individual(s) who has signed this Agreement has the legal power, right and authority to make this Agreement and that Vendor is hereby bound by the terms and conditions of this Agreement.
3. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
4. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by customer or otherwise.
5. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorney's fees and other related costs, in addition to any other relief to which the Party is entitled.
6. **Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements and/or agreements between the Parties related to such matters.

Vendor Name: \_\_\_\_\_ By: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_