

HOLD HARMLESS AGREEMENT

This Agreement is made this _____ of _____. 2016, by and between The Village of Homer Glen, Homer Township, and Homer Township Road District, collectively referred to hereinafter as “Sponsors” of the Homer Community Festival to be conducted June 23-26, 2016 and _____ (“Vendor”)

Whereas, Sponsors are organizing the Homer Community Festival to be held June 23-26, 2016;

Whereas Vendor has entered into an agreement, dated _____ with the Sponsors to provide products in connection with the Homer Community Festival event, without presenting a certificate of liability insurance for itself and its agents;

And Whereas, Sponsors will allow said products to be provided upon the express condition that Vendor indemnify and hold harmless Sponsors from any claim, demand or liability as a result of service or product and waive any claims of liability against Sponsors;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Vendor and its agents shall be permitted to provide products for the Homer Community Festival event and agrees to voluntarily assume the risk of any injury or damage to the person or property of the Vendor or its agents, employees or assigns and expressly waives any claims or demands against Sponsors for any acts or omissions of Sponsors or their agents, employees or assigns causing said injury or damage.

2. It is understood and acknowledged between the parties that Sponsors are not liable for any injury or damage to Vendor or its agents, employees or assigns, and further that Vendor agrees to indemnify and hold harmless Sponsors from any claim, demand, cause of action or liability, including reasonable attorneys fees and costs, resulting from Vendor providing products at said Homer Community Festival. If Sponsors shall be subject to any claim, demand or penalty, or become a party to any suit or other judicial or administrative proceeding by reason of the services or products provided by Vendor, its agents, employees or assigns, or any act or omission with respect to said services or products, then Vendor shall indemnify and hold Sponsors harmless against all judgments, settlements, penalties and expenses, including attorneys fees, court costs and other expenses of litigation or administrative proceeding, incurred or imposed on Sponsors in connection with the investigation or defense relating to such claim, litigation or administrative proceeding, and, at the election of Sponsors, Vendor shall also defend Sponsors.

Signature Page Follows

Signature Page

VILLAGE OF HOMER GLEN

By: _____
Mayor George Yukich

HOMER TOWNSHIP

By: _____
Pamela J. Meyers, Supervisor

HOMER TOWNSHIP ROAD DISTRICT

By: _____
Mike DeVivo, Highway Commissioner

VENDOR

By: _____

Print Name: _____