

WAIVER AND HOLD HARMLESS AGREEMENT:

PLEASE READ THE FOLLOWING AGREEMENT AND WAIVER CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH YOUR APPLICATION AND APPROVAL AS A VENDOR FOR CITY OF GAINESVILLE MARKET SQUARE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ THE AGREEMENT AND WAIVER AND AGREE TO THE TERMS SET FORTH BELOW.

In consideration of being permitted to participate as a Vendor in City of Gainesville Market Square (hereafter known as "Market") on behalf of yourself and any personal representatives, assigns, heirs, executors, successors, next of kin, and persons supported by you, you understand that: You represent and warrant to Market that you have full legal authority and capacity to complete the application, including this Agreement and Waiver, on behalf of yourself and/or, where applicable, any party for whom you are applying, (the "Vendor Parties"), including authority to make use of the credit or debit card to which fees will be charged. As used in this Agreement and Waiver, (a) Market means and includes the City of Gainesville, CITY OF GAINESVILLE MARKET SQUARE, its directors and members; and (b) "you" or "your" means and includes you (as an individual) and your employees and agents, suppliers, volunteers, and family members and by virtue of agreeing to this Agreement and Waiver, for whom you are waiving certain rights. To the extent permitted by law, each person agreeing to this Agreement and Waiver for him/herself and/or on behalf of another employee or volunteers of Vendor agrees to indemnify, defend, and hold Market harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees and associated expenses) of any kind or nature (each, a "Liability" and collectively "Liabilities") in the event the Liability arises because a Vendor is found by a court of competent jurisdiction to not be bound by the terms and conditions of this Agreement and Waiver. In addition, if despite this Agreement and

Waiver, any of the Vendor Parties makes a claim against Market, you agree, immediately upon request or demand by Market, to defend, indemnify, and hold Market harmless from all Liabilities which may be incurred as the result of such claim.