

Kiwanis Club of Manteca-Sunrise  
Pumpkin Fair  
Indemnification & Hold Harmless Agreement

\_\_\_\_\_ (hereinafter referred to as Vendor) agrees to defend, Indemnify and hold harmless the Kiwanis Club of Manteca-Sunrise, the City of Manteca and all officers, board of directors, volunteers, sponsors, employees, contractors and agents (hereinafter referred to as "Listed Parties") from and against any and all claims, suits, liens, judgments, litigation, damages, losses and expenses arising out of vendor's actions in connection with the Kiwanis Club of Manteca-Sunrise Pumpkin Fair taking place on October 3rd & 4th, 2020.

Now therefore, in consideration of the mutual covenants and conditions contained herein.

\_\_\_\_\_ (Vendor) and the Kiwanis Club of Manteca-Sunrise hereby agree as follows:

1. **Hold Harmless:** Vendor shall defend, indemnify and hold harmless the "Listed Parties" from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury/death (to property or persons, including without limitation), whether brought by an individual or other entity, or imposed by a court of law or by administrative action to any federal, state, or local government body or agency, arising out of or incident to any acts, omissions,, negligence or willful misconduct of Vendor.  
This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to "Listed Parties" for all legal expenses and cost incurred.
2. **Authority to Enter into Agreement:** Each party warrants that the individuals who have signed this agreement have the legal power, right and authority to make this agreement and bind each respective party.
3. **Modifications:** No supplement, modification, or amendment of this agreement is allowed.

**I have read and fully understand and agree with the conditions of this agreement. Vendor**

**Printed Name:**

\_\_\_\_\_

**Vendors Signature:**

\_\_\_\_\_ **Date** \_\_\_\_\_

**Organization Representative Printed Name:**

\_\_\_\_\_

**Organization Representative Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_