

RELEASE AND INDEMNIFICATION AGREEMENT

This Release and Indemnification Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between the City of Hapeville (“City”), a municipal corporation of the State of Georgia and _____ whose address or principal place of business is _____ (“Vendor”).

WHEREAS, Vendor is engaged in the business of selling certain food products; and

WHEREAS, Vendor has applied to the City for a vendor’s license; and

WHEREAS, the City has issued such license to Vendor in order to authorize Vendor to sell its products in accordance with the terms of the license.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereby agree as follows:

1. **RELEASE FROM LIABILITY.** Vendor, for itself and its heirs, affiliates, successors, and assigns, fully and forever releases and discharges City and its respective affiliates, directors, officers, shareholders, employees, agents, and insurers, and all others involved in the Event (collectively referred to in this Agreement as "City") from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to Vendor, Vendor’s property, or any other person, directly or indirectly arising out of or in connection with Vendor’s participation in the Event, even if it is due to the negligence, injudicious act, omission or other fault of City.
2. **INDEMNITY.** Vendor, its heirs, affiliates, successors, and assigns, will defend, indemnify, hold harmless and reimburse City from and for all damages, losses, costs, or expenses (including attorney’s fees) incurred by City or paid by them to any person (including Vendor or Vendor’s insurers) in respect of any accident, injury (including death), loss, or property damage, however caused, resulting from, arising out of, or otherwise in connection with Vendor’s participation in the Event. Vendor will reimburse Sponsor if anyone makes a claim against City in connection with Vendor’s participation in the Event, including, without limitation, any accident Vendor may be involved in or any injury, loss, damage to Vendor, other parties or property however caused.
3. **NOTICES.** Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States’ mail, first-class postage prepaid, addressed:

to the City at:

City of Hapeville
3468 North Fulton Avenue
Hapeville, GA 30354
Sharee Steed, City Clerk
ssteed@hapeville.org

With a copy to:

Smith Welch Webb & White
2200 Keys Ferry Court
McDonough, GA 30253
Attn: Priya Patel
ppatel@smithwelchlaw.com

Or to Vendor at:

With a copy to:

4. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions and agreements between the Parties with respect to such subject matter.
5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. Facsimile or .pdf signatures shall be deemed originals with the same enforceability as if they were originals.
6. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
7. HEADINGS. Any headings preceding the text of the several sections, paragraphs or subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
8. BINDING EFFECT. This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.
9. CONSTRUCTION. In the event of a dispute between the parties regarding this Agreement, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against either party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF HAPEVILLE

VENDOR

By: _____
Tim Young, City Manager

By: _____

Name: _____

Title: _____

Attest:

By: _____
Sharee Steed, City Clerk