

## Hold Harmless and Indemnity Agreement 2020

I, \_\_\_\_\_, the undersigned, binding my heirs, executors, administrators, estate and assigns, do hereby agree to completely and wholly release, indemnify and hold harmless the City of Roanoke, its officers, agents, independent contractors and employees for any and all claims, damages, harm, personal injury, including death, property damage, lawsuits and judgments, including court costs, expenses and reasonable attorney's fees, and all other expenses resulting from the activities, programs and events occurring on the above-stated date of the stated event in Roanoke, Texas.

It is the understanding of all parties that this release, indemnity and hold harmless agreement shall apply whether or not the claims, damages, harm, personal injury, including death, property damages, lawsuits judgments, court costs, attorney's fees, or any other expense arise from the negligence of whatever nature, omissions, willful or intentional acts of the vendors of vendor's officers, agents employees, independent contractors, other representatives, invites, licenses, or guests.

If this vendor is other than an individual, vendor certifies, warrants and represents that the individual whose signature appears below is duly authorized to execute the agreement on behalf of the firm, corporation, partnership or other entity who is the vendor.

It is understood that this agreement will be applicable for the 2020 calendar year. This agreement includes participation in any and/or all of the following events where vendors are accepted such as It's Time Texas Community Challenge, Roanoke Valentines Dance, Roanoke Fishing in the Park, Evenings on Oak Street Concert Series, Roanoke Bunny Hop and Hunt, Farmers Market, Roanoke Roundup, Independence Day Celebration, Prevent & Protect Shred Event, Celebrate Roanoke!, Roanoke Old-Fashioned Christmas Parade & Event, as well as any and all City sponsored and/or partnered events that may be planned and participated in during the year.

IN WITNESS WHEREOF, this agreement has been executed this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_.

**Vendor Business Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Before me \_\_\_\_\_ on this day personally appeared \_\_\_\_\_  
Notary Name Print Individual Print Name

known to me (or proved to me on the oath of \_\_\_\_\_) or through \_\_\_\_\_  
(Description of identity documentation)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_  
Day Month Year

[Notary Seal Stamp Below]

Notary Public In and For the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_