**HOLD HARMLESS AGREEMENT**

This HOLD HARMLESS AGREEMENT is made the \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 2023 by and between the Magee Chamber of Commerce and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter, “Vendor”). Magee Chamber of Commerce and Vendor are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

WHEREAS, Vendor desires to participate in Magee Chamber of Commerce’s event, Crazy Day, located in the city of Magee, Mississippi. To sell food and beverage products, merchandise and other such activities as Vendor seems in its interest.

WHEREAS, in exchange for making the event available to Vendor for such purposes, Vendor desires to hold harmless Magee Chamber of Commerce, its Board of Directors, and membership free from any claim and/or litigation arising out of the Vendor’s participation in this event.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Magee Chamber of Commerce and Vendor hereby agree as follows:

**TERMS:**

1. Hold Harmless. Upon Vendor’s use of the Property by any of its employees, agents, invitees and/or volunteers for the purpose specified herein, Vendor shall defend, indemnify, and hold harmless Magee Chamber of Commerce from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Vendor, its personnel, employees, agents, contractors, or to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney’s fees, and related costs or expenses, and any reimbursements to Magee Chamber of Commerce, it’s directors, or members for all legal expenses and costs incurred by it.
2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement has the legal power, right, and authority to make this Agreement and bind each respective Party.
3. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels or otherwise.
5. Attorney’s Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorney’s fees and other related costs, in addition to any other relief to which the Party is entitled.
6. Entire Agreement: This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statement or agreements between the Parties related to such matters.

Magee Chamber of Commerce

And it’s Board of Directors

Vendor

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title (if applicable)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_