

**Hold Harmless Agreement
Indemnification and Release**

Seller: _____

(Hereafter referred to as "seller") is being provided selling space at the South Milwaukee Downtown Market, agrees to the following terms and conditions

1. The South Milwaukee Downtown Market is operated by its officers, employees, agents and volunteers.
2. "Seller" shall mean any farmer, vendor, participant, volunteer, or entity at the seller's employees, agents, or volunteers, including family members; and its heirs and assigns.

Indemnification

The seller shall indemnify and hold harmless the South Milwaukee Downtown Market, and its officers, staff, the owner of the lot, City of South Milwaukee, Caterpillar, officer, agents, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merit or outcome of any matter connected to any act or omission in going to, coming from, or performing services, work or activities at or in relation to the South Milwaukee Downtown Market.

Release

Seller hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damages which it may have or which may hereafter accrue as a result of its activities at the South Milwaukee Downtown Market.

Market Safety Requirements

Seller hereby assumes liability and financial responsibility for any accident, injury or property damage resulting from failure to comply with the South Milwaukee Downtown Farmer's market rules, especially health and safety regulations.

I HEREBY STATE THAT I HAVE READ, UNDERSTAND AND AGREE TO FOLLOW THE ABOVE PROCEDURES OUTLINED IN THIS COPY OF THE SOUTH MILWAUKEE DOWNTOWN MARKET HOLD HARMLESS AGREEMENT-INDemnIFICATION AND RELEASE FORM. IN WITNESS THEREOF, THIS AGREEMENT IS EXECUTED

This _____ day of _____ (month) _____ 2012

Seller's name

Seller's signature

Address, city, state, zip

Phone