

February 9, 2021

**MABLETON FARMERS MARKET 2021 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

WHEREAS, Vendor desires to use space at a certain Cobb County, a political subdivision of the State of Georgia, (the "County") owned property known and located within the **Mable House Complex located at 5239 Floyd Road** (the "Property");

WHEREAS, the County desires to allow the Vendor to use a portion of said space;

NOW THEREFORE, in consideration of the issuance of **Mableton Farmers Market Vendor Approval**, and the use of said space by the Vendor, and other good and valuable consideration, the Vendor does hereby represent, warrant and agree as follows:

The Vendor shall indemnify and hold harmless the County, Cobb County Board of Commissioners, County Manager, officials, employees, agents, the Mableton Improvement Coalition, Cobb & Douglas Public Health and the Mableton Farmers Market Committee from and against all claims, damages, losses, liabilities, and expenses including attorney's fees, for or on account of damage to property and/or death or bodily or other personal injury to any person or persons, arising out of or resulting from (i) Vendor's use of the County's property and/or (ii) the acts or omissions of anyone directly or indirectly employed by Vendor or anyone for whose acts any of them may be liable.

Furthermore, the Vendor shall also indemnify and hold harmless, the County, Cobb County Board of Commissioners, County Manager, officials, employees, agents, Cobb Public Health employees, the Mableton Improvement Coalition, Cobb & Douglas Public Health and the Mableton Farmers Market Committee from and against all claims, damages, losses, liabilities, and expenses including attorney's fees arising out of or resulting from Vendor's use of the County's property, provided that any such claim, damage, loss, liability and or expense:

- 1) Is attributable to bodily injury, sickness disease or death, or to injury or destruction of real or tangible property, including the loss of use resulting there from, and
- 2) Is caused (i) in whole in part by any negligent act or omission of the Vendor, anyone directly or indirectly employed by them or anyone for whose acts or omissions any of them may be liable, regardless of whether or not any such negligence is contributory in nature or (ii) by the contributory negligence of any party indemnified hereunder.

The indemnification and hold harmless terms agreed to by Vendor herein forth above shall not apply to those liabilities, claims, damages, injuries, losses or expenses arising out of bodily injury to person, death, or damage to property caused by or resulting from the sole negligence of the County PARKS Department, Cobb County Board of Commissioners, County Manager, officials, employees, agents, Cobb Public Health employees, the Mableton Improvement Coalition, Cobb & Douglas Public Health, Wholesome Wave Georgia and its employees and the Mableton Farmers Market Committee.

It is further agreed that if any provision of this Indemnification and Hold Harmless Agreement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction in Cobb County, Georgia, the remainder of the provisions of this Agreement, or the application of such provisions to persons or circumstance other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

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Vendor Business or Owner Name

Signature

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Date

Printed Name