



**Hold Harmless/Indemnification/Copyright Agreement**

Vendor shall indemnify and hold harmless the Department of Health and the City of Orlando, its agents, employees, commissioners, contractors and assigns, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys' fees for trial and on appeal, of any kind or nature for injury, damage or loss arising out of or in any way connected with this Agreement or Vendor's use of the space(s), sale of goods or conduct of business by Vendor, its agents, servants, employees, customers, patrons or invitees or any act or omission of Vendor, its agents, servants, employees, customers, patrons or invitees in connection with the Parramore Farmers Market.

Vendor is responsible for all monies collected from the sale of Vendor's goods. The City and the Farmers Market Coordinator are in no way responsible for any lost or stolen monies or items. Collection of sales tax on Vendor's sales, when required by the State, is the responsibility of the Vendor.

Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Market; and Vendor agrees to indemnify and hold harmless the City, its agents, employees, commissioners and assigns from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Vendor in connection with this Agreement and will defend the City from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Orange County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this Agreement shall be Orange County, Florida. This Agreement may not be modified or amended except by a writing signed by the parties.

Vendor Signature \_\_\_\_\_

Print name \_\_\_\_\_ Date \_\_\_\_\_

Items approved for sale \_\_\_\_\_

Market Coordinator Signature \_\_\_\_\_

Print name \_\_\_\_\_ Date \_\_\_\_\_

Please list all Authorized Representatives

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