

Downtown Phoenix Farmers Market, a DBA of Community Food Connections

Indemnity Agreement (No: 1.0 Revised: March, 2022)

In consideration of being allowed to participate at the Downtown Phoenix Farmers Market ("**DPFM**"), including the right to sell produce and/or other products, Vendor hereby agrees to the terms of the Indemnity Agreement set forth as follows:

The undersigned, including all employees, volunteers, and agents thereof (herein termed the "**Vendor**"), agrees to exercise the utmost care in the use of the facility and properties located at the DPFM and owned or licensed by or to the DPFM, Community Food Connections, Inc., the City of Phoenix, Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University, and Phoenix Biomedical Campus Phase I Owner, LLC (the "**Indemnified Parties**"). Furthermore, to the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless the Indemnified Parties and their respective, past, present and future officers, directors, regents, employees, successors, assigns and agents (the "**Indemnitees**") for, from and against any and all liability, claims, suits, liens, demands, damages, losses and expenses of any kind, including but not limited to attorney's fees and costs ("**Claims**"), arising out of, or alleged to arise out of, the acts, omissions, negligence, whether active or passive of the Vendor or any of its employees, volunteers, agents, suppliers or subcontractors or anyone else for whom Vendor may be liable (collectively, the "**Vendor Parties**"). Vendor's indemnification, defense and hold harmless obligations shall include any Claims caused in part by any of the Indemnitees. The Vendor shall not be obligated to indemnify and defend the Indemnitees for Claims found to be caused by the sole negligence or willful misconduct of the Indemnitees. Vendor's indemnification and defense obligations under this Agreement shall extend to claims occurring after this Agreement is terminated as well as while it is in force and shall not be limited by types or amount of insurance available to the Vendor. Should this Agreement conflict with any other agreement, contract, or exhibit between Vendor and Indemnitees, this Agreement shall control.

I understand that neither the DPFM, nor any of the other Indemnities, maintain liability insurance to cover any claim, action, judgment, loss, cost, or damage against or involving the Vendor or any of the Vendor Parties. As such, neither the DPFM nor any of the other Indemnities will cover any claim, action, judgment, loss, cost, or damage arising from the Vendor's (or any of the other Vendor Parties') participation or activity associated with or facilitating that participation. The Vendor is hereby aware that he/she should review his/her insurance portfolio for necessary adjustments prior to participating in the DPFM. The Vendor assumes all liability associated with the participation by Vendor and the remaining Vendor Parties' participation in the DPFM.

Should the Vendor at any time, occupy the premises in a manner contrary to verbal or written direction by the DPFM, or in any manner that is unlawful, hazardous, or offensive to the public or to other vendors, the Vendor shall immediately cease such offending conduct. Failure of the Vendor to immediately conform its conduct as requested by the DPFM shall cause this Agreement to terminate, without compensation to Vendor. Upon failure to so vacate, the DPFM is authorized to remove all property of the Vendor from the premises at the Vendor's expense. The Indemnities are relieved and discharged from any and all loss or damage incurred by such removal. The DPFM will not be responsible for storage or safekeeping of property so removed.

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Vendor Signature

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Date