

HOLD HARMLESS AND INDEMNITY AGREEMENT

Westfest, Inc.

September 4, 5 & 6, 2015

I, _____, the Undersigned, binding my heirs, executors, administrators, estate and assigns, do hereby agree to completely and wholly release, indemnify and hold harmless Westfest, Inc. and The City of West, its officers, volunteers, independent contractors and employees for any and all claims, damages, harm, personal injury, including death, property damage including, acts of God, lawsuits and judgments, including court costs, expenses and reasonable attorney's fees, and all other expenses resulting from the activities, programs and events occurring on the above-stated date of the stated festival in West, Texas.

It is the understanding of all parties that this release, indemnity, and hold harmless agreement shall apply whether or not the claims, damages, harm, personal injury including death, property damage, lawsuits, judgments, courts cost, attorney's fees or any other expense arise from the negligence of whatever nature, omissions, willful or intentional acts of the vendors or vendor's officers, agents, employees, independent contractors, other representatives, invites, licensees or guest.

If this vendor is other than an individual, vendor certifies, warrants and represents that the individual whose signature appears below is duly authorized to execute this Agreement on behalf of the firm, corporation, partnership or other entity who is the vendor.

The above mentioned vendor will read a copy of the Westfest Arts & Crafts rules, retain a copy of said rules and abide by them during Westfest, setup and breakdown.

IN WITNESS WHEREOF, this Agreement has been executed on
This _____ day of _____, 2015

Vendor: _____

Printed Name: _____

Signature: _____

Title: _____

STATE OF _____

COUNTY OF _____

Before me _____ on this day personally appeared _____ known to me (or provided identity card or other documentation) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ A.D. _____.

Notary Public In and For the State of _____

My Commission Expires _____.

(SEAL)