



INDEMNITY AND HOLD HARMLESS AGREEMENT

The Merchant agrees to indemnify, defend and hold harmless the Trinity Episcopal Church (hereinafter called the Church) and its officers, directors, agents, representatives and employees from any and all charges, claims, demands, liabilities, and causes of actions based upon or arising out of any damages, losses, expenses, charges, costs (including attorney's fees and court costs), loss of property, injuries, or illness sustained or incurred by an entity, person or persons resulting from or in any way, directly or indirectly, connected with the performance or nonperformance of this Agreement by Merchant, or the acts of omissions of its employees, agents or contractors of the vending services provided from hereunder, or the performance of, or failure to perform, any work or other activity related to such vending services; the Merchant further agrees to hold the Church harmless from any loss, damage or injury to property or person resulting from theft, fire or other casualty, provided, however that notwithstanding the foregoing, the Merchant does not agree to indemnify and save harmless the Church, its officers, directors, agents, representatives and employees from any charges, claims, expenses, costs, injuries or illness arising out of any act of gross negligence or willful misconduct by the Church or any of its officers, directors, agents, representatives or employees. In the event a claim is filed against the Church of which the Merchant is to be held liable under the terms of this agreement, the Church will promptly notify the Merchant of such claim and will not settle such claim without the prior written consent of the Merchant.

Executed the _____ day of _____ 20____.

Merchant _____

Signed By _____

DONATION AGREEMENT

I agree to donate one "top seller" to the Silent Auction for the Preview Party. This will be displayed with my business card and Booth #.

Signature _____

Print Name _____

Business _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Email _____