

**THE VILLAGE OF OSSINING and
GREATER OSSINING CHAMBER OF COMMERCE INC.
HOLD HARMLESS AGREEMENT WITH**

VENDOR NAME

This Agreement, made this ____ day of _____, 20__, by and between the Incorporated Village of Ossining, (herein referred to as the Village), having its principal office at 16 Croton Avenue, Ossining , NY 10562, and the Greater Ossining Chamber of Commerce (hereinafter referred to as the Chamber), a 501c6 corporation of the State of New York, having its principal office at 109 Croton Avenue, Suite #250, Ossining, New York, 10562 and (VENDOR Name)_____ hereinafter referred to as the **VENDOR**, located at _____.

WHEREAS, **the VILLAGE and the CHAMBER** require to enter into a Hold Harmless and Indemnification Agreement covering **the VILLAGE and the CHAMBER** in its capacity as operator of the Ossining Village Fair to be held on June 10, 2023 with a rain date of June 11, 2023 as the event set forth in the request form annexed hereto.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

The **VENDOR** agrees to defend, indemnify and hold **the VILLAGE and the CHAMBER**, its agents, Directors, Officers, servants and/or employees harmless from and against all claims, including reasonable attorney fees and liability, arising out of or in connection with the event set forth in the form annexed hereto. Further, it is expressly understood that such indemnity of **the VILLAGE and the CHAMBER** shall not be limited by reason of enumeration of any insurance coverage provided.

In the event of legal action or claim brought by a third party action against **the VILLAGE and the CHAMBER** or a claim brought by **the VILLAGE and/or the CHAMBER** to enforce this Agreement, collect any amount due under this Agreement or because of a breach in performance of any term, condition, covenant, and/or obligation of this Agreement on the part of the **VENDOR** to be kept or performed, **VENDOR** shall, in addition to all duties set forth herein, reimburse **the VILLAGE and the CHAMBER** for all expenses incurred, including reasonable attorney fees, which it may incur in furtherance of this Agreement.

The waiver by **the VILLAGE and/or the CHAMBER** of a breach/default of any term, condition, covenant, and/or obligation contained herein shall not be deemed to be a waiver of a subsequent breach/default of the same or other term, condition, covenant, and/or obligation contained herein. No term, condition, covenant, and/or obligation of this Agreement shall be deemed waived by **the VILLAGE and the CHAMBER** unless said waiver is in writing and signed by **the VILLAGE and the CHAMBER** President.

VENDOR represents that it is sufficiently staffed, skilled and experienced in the type of services set forth herein, and further represents that it is staffed with personnel who are duly licensed and qualified under all applicable federal, state and local laws to engage in the activities as set forth herein.

The term of this Agreement shall be the date and the times set forth in the event application.

The terms of this Agreement may not be changed, except by a written amendment executed by **the VILLAGE and the CHAMBER** and the **VENDOR**. This Agreement subsumes and replaces any and all prior written and/or oral Agreements by **VENDOR** to release, hold harmless and indemnify **the VILLAGE and the CHAMBER** with regard to the subject matter of this Agreement.

This Agreement and the representations and warranties contained herein shall insure to the benefit of **the VILLAGE and the CHAMBER**, its employees, agents and/or subcontractors, and shall bind the **VENDOR**, its successors and/or assigns. The **VENDOR** represents that it shall comply with all applicable event regulations, local, state and federal laws while conducting its activities in connection with this Agreement.

VENDOR

By Name: _____

Title: _____

State of New York }

} ss.:

County of Westchester }

On this ____ day _____ of, 20__, before me personally came _____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ of _____, whose name is subscribed to the above instrument and acknowledged to me that he/she executed the same in his/her official capacity as _____ of _____.

Notary Public