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**BLACK VEGFEST**

**VENDOR AGREEMENT TO RELEASE FROM LIABILITY/INDEMNIFICATION**

I, (please print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**VENDOR**”) hereby

acknowledge that I am an independent vendor and have voluntarily chosen to participate at the

Black VegFest (“**Festival**”), organized by Grassroots Artists MovEment G.A.ME (“**G.A.ME**”), held at

the Bedford Stuyvesant Multi-Service Center (“**Property**”) located at 1958 Fulton Street, PS 28 The Warren School schoolyard (“**Property**”) located at 1001 Herkimer Street, and the block of Herkimer Street located between Ralph Avenue and Howard Avenue (“**Property**”) in the City of New York, State of New York.

I, VENDOR, hereby agree to the following:

**ARTICLE 1: Consideration**

1.1 *Consideration for Participation.* In consideration for being permitted to participate in the

Festival, VENDOR hereby releases, waives and discharges G.A.ME, its officers and members, and

event site Property owner(s), and promoters, sponsors, and advertisers of the Festival from any

and all liability to VENDOR for **(a)** any and all loss or property damage arising from

participating in the Festival **(b)** any claim of property damage and/or personal injury to VENDOR

arising from participating in the Festival, and/or **(c)** any claim of property damage and/or personal

injury to patron(s) of VENDOR’s booth area, whether caused by the negligence of G.A.ME, or

otherwise, while VENDOR is participating in said Festival.

**ARTICLE 2: Release**

2.1 *Release.* VENDOR expressly releases and discharges G.A.ME and the event site Property

owners from all claims, demands, actions, judgments, executions, and causes of action or suits at

law or in equity for and on account of any and all known or unknown injuries, disabilities,

physical and mental diseases, damages, losses, and expenses sustained by him/her/it, or any one

claiming under him/her/it, or any patron of his/her/its booth as a result of the above described

event.

2.2 *Indemnity.* VENDOR agrees to indemnify and hold harmless G.A.ME, the Property owners,

each and all of them, from any loss, liability, damage or costs that may incur due to the presence

of VENDOR in or upon the area of the Festival whether caused by the negligence of G.A.ME or

otherwise.

2.3 *Assumption of Liability.* VENDOR hereby assumes full responsibility for the risk of bodily

injury, death or property damage due to the negligence of G.A.ME or otherwise while in or upon

the Property where the Festival will be held and while participating in the Festival.

2.4 *Broad and Inclusive Release.* VENDOR expressly agrees that his release, waiver and

indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State

of New York.

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**ARTICLE 3: Construction of Agreement**

3.1 The captions are for convention only and are not intended to limit or define the scope of any

provision.

3.2 Any word in the extent of this agreement will be read as a singular or plural, and as

masculine, feminine, or neutral gender, as may be appropriate under the circumstances to carry

out the parties’ intent.

3.3 The parties may only amend or modify this Agreement by a written agreement dated and

signed by them. No oral agreement will be effective.

3.4 The provisions of this Agreement will not be subject to subsequent modification by any court

except by mutual consent of the parties.

3.5 The terms of this Agreement contain the entire understanding of both parties. No other term

not provided within this agreement has been made by one party to the other.

3.6 If any part of this Agreement is held to be invalid, the remaining parts of this Agreement will

not be affected.

3.7 Photocopies of this Agreement can be relied upon as though they were originals.

3.8 This Agreement will be construed under the general laws of the State of New York. Nothing

in this Agreement will impair compliance with Federal laws or laws of the State of New York.

3.9 This Agreement is binding on and to the benefit of the parties and their respective heirs, legal

representatives, successors, and assigns.

3.10 In the event suit or action is instituted to enforce any term of this Agreement, the prevailing

party shall be entitled to recover from the other party reasonable attorneys’ fees and court costs in

addition to other sums provided by law.

3.11 All parties, by signing below, certify that any necessary corporate authority and principal

authority has been obtained prior to entering into this Agreement.

**I VOLUNTARILY SIGN THIS AGREEMENT AFTER CAREFUL CONSIDERATION**

**AND FULLY ACCEPT ITS MEANING AND ITS CONSEQUENCES.**

Name of VENDOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of VENDOR Owner/Corporation Officer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_