

BLACK VEGFEST BROOKLYN 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 WEEKSVILLE HERITAGE SOCIETY (“Property”) located at 158 Buffalo Avenue, (“Property”) and the BLOCK OF BERGEN STREET located between BUFFALO AVENUE AND ROCHESTER AVENUE (“Property”) in the City of New York, State of New York on AUGUST 10, 2019 and AUGUST 11, 2019 from 10:00AM to 5:00PM

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: _____

**MAIL/DELIVER TO: G.A.ME, Inc 1958 Fulton Street Brooklyn, NY 11233
OR SEND IN A SEPARATE EMAIL: omowale@gamenyc.org**