

**Borough of Bath Event**

**WAIVER AND INDEMNIFICATION AGREEMENT**

This Vendor’s Insurance and Indemnification Agreement (hereinafter referred to as the “Agreement”) as of \_\_\_\_\_, 20\_\_, by and between Borough of Bath, a municipality located in Northampton County, Pennsylvania (hereinafter referred to as “Bath”) and {name of Vendor} \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of \_\_\_\_\_ {state}, with offices located at {street address} \_\_\_\_\_, {municipality} \_\_\_\_\_, {post office} \_\_\_\_\_, \_\_\_\_\_ {state} {zip code} \_\_\_\_\_ (hereinafter referred to as “Vendor”).

**WHEREAS**, the \_\_Greater Lehigh Valley Chamber of Commerce (“Organization”) is conducting a \_\_Spuds and Spurs Street Festival (the “Festival” or “Event”) to take place on \_\_Saturday, June 15, 2024 \_\_, on a part of \_\_\_\_Chestnut Street (including its sidewalks) between (a) \_\_W. Main Street and \_\_W. Northampton St. in the Borough of Bath (collectively, the “Festival Location”); and

**WHEREAS**, Vendor desires to participate in the Festival by operating as Vendor at the Festival and Vendor hereby represents and warrants to Bath that Vendor shall operate in compliance with applicable federal, state and local law; and

**WHEREAS**, as a community service, Bath hereby grants Vendor a revocable license (“Revocable License”) to use Festival Location during Festival as directed by Chamber subject to (a) Vendor’s execution of this Agreement, (b) Vendor complying with the terms of this Agreement, (c) Vendor operating Vendor’s business in compliance with applicable federal, state and local law, (d) Vendor participating in the Festival as directed by Chamber and (e) Bath having the right to revoke said license by verbal notice to the Vendor before or during the Festival in the event Bath determines, in its sole discretion, that Vendor is in breach of this Agreement; and

**WHEREAS**, Vendor desires to enter into this Agreement and comply with its terms.

**NOW THEREFORE**, in consideration of the Revocable License granted to Vendor, Vendor's Indemnification granted to Bath, and Vendor's other promises hereunder, intending to be legally bound hereby, Vendor and Bath agree as follows:

a. RECITALS

The Recitals do form a part of this Agreement and are incorporated herein by reference as if fully set forth at length.

b. INDEMNIFICATION

Vendor shall indemnify, defend, save and hold harmless Bath, its elected officials, officers, employees and agents, from any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to or connected with any act or omission of Vendor, its officers, employees or agents, including contractors and subcontractors, arising out of or in any way connected to, but not limited to, Vendor's use of Festival Location and/or Vendor's participation in the Festival. The obligation to indemnify, defend, save and hold Bath, its elected officials, officers, employees and agents, harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, reasonable attorneys' fees, expert fees, court costs and all other costs of such indemnification.

c. GOVERNING LAW

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Northampton, or in the United States District Court for the Eastern District of Pennsylvania.

d. ENTIRE AGREEMENT

This written instrument contains the entire, agreement between the parties, supersedes all prior agreements or proposals and cannot be changed without written amendment approved by both Bath and Vendor.

e. SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

WITNESS, Vendor and Bath have executed this Agreement as of the date and year first above written.

ATTEST

\_\_\_\_\_

\_\_\_\_\_  
VENDOR' NAME

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTEST  
BOROUGH OF BATH

\_\_\_\_\_

BOROUGH OF BATH  
BOROUGH COUNCIL

By: \_\_\_\_\_

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