



Waiver of Liability and Hold Harmless Agreement

The Clayton Business and Community (CBCA, ORGANIZATION, OUR, WE) invites YOU to participate as a Vendor (VENDOR, YOU, YOURS) at the CBCA Clayton Oktoberfest on September 30 – October 1, 2023. As there are inherent risks to person and/or property as a result of your participation, you are required to execute this Waiver of Liability and Hold Harmless Agreement, and to provide proof of insurance as stated herein.

Hold Harmless

If a person, entity or organization makes a claim against CBCA (including its officers, directors, employees, agents and/or volunteers) and CBCA (including its officers, directors, employees, agents and/or volunteers) is or may be liable for loss or damage sustained by the person, entity or organization, immediately upon CBCA’S written request, VENDOR will take all steps necessary, including hiring counsel, to defend, protect, indemnify, hold harmless and render CBCA (including its officers, directors, employees, agents and/or volunteers) against any and all claims, demands, suits or causes of action brought against CBCA (including its officers, directors, employees, agents and/or volunteers) for all liability, damage or loss, whether sought under law or in equity, which may be asserted against CBCA (including its officers, directors, employees, agents and/or volunteers). The obligation undertaken by VENDOR in this paragraph arises if the claims made against CBCA (including its officers, directors, employees, agents and/or volunteers) are on account of injury, loss or damage caused by, arising out of, or in any way incidental to the conduct or operation of VENDOR.

CBCA and VENDOR agree that the obligations under this agreement include, but are not limited to, those situations where liability for (1) injury, loss or damage is caused by the combined or concurrent negligence of CBCA, VENDOR or any third party (and any of their respective officers, directors, employees, agents and/or volunteers); and/or (2) injury, loss, or damage arises with or without fault based on any theory of strict liability, statutory liability or by operation of law.

CBCA and VENDOR agree that to the extent this indemnification of CBCA (its officers, directors, employees, agents and/or volunteers) for injury, loss or damage may be found to be contrary to existing or newly-enacted law, this provision, to such extent (and only to such extent), is and shall be void or voidable. In such instance, VENDOR agrees to immediately defend, indemnify, save and hold organization harmless to the fullest extent allowed by law.

NOTE: The terms and conditions of this agreement shall apply with respect to VENDOR’S operations located at:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PRINTED NAME OF APPLICANT

TITLE



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Insurance Recommendations

All Vendors are recommended to maintain the following coverages:

Workers' Compensation Insurance as required by the laws and regulations of the State of California covering employees of VENDOR engaged in the performance of work under this agreement.

Commercial General Liability (CGL) (or Public Liability) insurance with limits of liability of not less than:

- Bodily Injury - \$1 million (\$1,000,000) each person per occurrence/aggregate;
- Property Damage - \$1 million (\$1,000,000) per occurrence/aggregate limits.

This policy should cover, among other risks, the contractual liability assumed by VENDOR under the indemnification provision set forth in this agreement, personal injury coverage, premises liability coverage and advertising injury coverage with limits of liability identical to coverage for Bodily Injury as stated above.

Automobile Liability insurance, including non-owned and hired vehicle coverage with limits of liability of not less than \$1 million (\$1,000,000) combined single limit per occurrence and in the aggregate.