

**BOROUGH OF OCEAN GATE
COUNTY OF OCEAN, STATE OF NEW JERSEY**

VENDOR HOLD HARMLESS AGREEMENT

Between the Borough of Ocean Gate and _____

Witnesseth:

1. The applicant hereby individually and on behalf of my heirs, executors and assignees agree to release, indemnify, defend and hold harmless the Borough of Ocean Gate and its officials, officers, members of the 2017 Ocean Gate Day Committee, agents and employees (collectively the Borough of Ocean Gate) from any and all claims against it for loss, liability, damage or costs including court costs and attorney's fees that may occur as a result of my participation as a vendor.

2. The applicant specifically agrees that this Indemnification and Hold Harmless Agreement shall include the responsibility to provide legal defense for the Borough of Ocean Gate for any suit arising out of the applicant's use of the premises and that should the applicant or the applicant's insurance carrier fail or refuse to provide such a defense the applicant will reimburse the Borough of Ocean Gate for any costs incurred by it for any person or organization acting on it's behalf.

3. The undersigned is authorized to execute this Hold Harmless Agreement as the binding act of the applicant.

Applicant

Borough Representative

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____