

HOLD HARMLESS AGREEMENT

Pride Festival Vendor Agreement

This Hold Harmless Agreement ("Agreement") is entered into on this ____ day of _____, 2025, by and between:

Byrdcage, located at 3426 Atlantic Avenue, Atlantic City, New Jersey 08401, hereinafter referred to as the "Organizer,"

and

[Vendor Business Name]_____, located at _____, hereinafter referred to as the "Vendor."

WHEREAS, the Organizer is hosting the The Great AC Pride Festival on June 22nd, 2025 at O'Donnell Park-Atlantic Avenue;

WHEREAS, the Vendor desires to participate in said Festival by operating a vendor booth;

NOW, THEREFORE, in consideration of being permitted to participate in the Festival, the Vendor agrees as follows:

1. 1. Assumption of Risk

The Vendor hereby assumes full responsibility for any risk of bodily injury, property damage, theft, or loss that may occur.

2. 2. Hold Harmless and Indemnification

The Vendor shall indemnify and hold harmless the Organizer from any and all claims, liabilities, damages, or losses.

3. 3. Insurance

Vendors are strongly encouraged to carry liability insurance. Food vendors may be required to show proof of insurance.

4. 4. Compliance with Laws

Vendor agrees to comply with all applicable laws and regulations during participation in the Festival.

5. 5. Damage to Venue

Vendor shall be financially responsible for any damage caused by its operation or staff.

6.

7. 6. Force Majeure

Organizer shall not be held responsible for any cancellation due to weather or other circumstances beyond control.

8. 7. Acknowledgment

By signing below, the Vendor acknowledges and agrees to the terms of this Agreement.

Vendor Signature: _____ Date: _____

Print Name: _____ Title: _____

Organizer Signature: Richard Helfant Date: May 26th, 2025