



GREENFIELD PUBLIC RECREATION DISTRICT VENDOR PERMIT AGREEMENT

This Vendor Permit Agreement (this “**Agreement**”) is made by and between the Greenfield Public Recreation District (“**District**”) and the Vendor listed below. This Agreement is effective upon the date of the last of execution and is effective for the remainder of the calendar year in which it was signed. This Agreement covers all events held by the District at Oak Park located at 42603 Elm Ave, Greenfield, CA 93927 (“**District Park**”). Vendors need only execute a single Agreement for all District events in the calendar year. Vendors shall execute subsequent agreements for subsequent years. The parties agree to:

VENDOR BUSINESS NAME: _____

VENDOR REPRESENTATIVE: _____

VENDOR ADDRESS: _____

VENDOR EMAIL & PHONE: _____

Pursuant to any further requirements as determined by the District, Vendor may participate in events held by the District at the District Park throughout the calendar year in which this Agreement is executed. Vendor shall comply with all applicable rules, regulations, and restrictions as required by District. Upon full compliance by Vendor with requirements of District for each event, Vendor is granted the limited, nonexclusive, and revokable license to use District Park for Vendor’s business purposes. District reserves the right to void this Agreement and / or the limited license for any specific event if and when the District determines that it is in the best interests of the District, which would include but is not limited to noncompliance with the terms of this Agreement, noncompliance with any other required permits from any other agency, noncompliance with any specific requirements of a specific event, or acting outside the interests of the District. At all times Vendor shall obtain and maintain (1) all required permits and licenses as required for or common to their given industry; (2) all insurance coverage required by District for the event which may be different from event to event; and (3) Vendor shall ensure and warrant that all subcontractors comply with the terms of this Agreement.

This Agreement does not guarantee participation in any event held or hosted at the District Park. Vendor shall register with District for each event and request compliance requirements for such event. Vendor shall not be permitted to participate in any event unless District has copies of all current permits, licenses, insurance, or other document that allows vendor to operate for the purposes intended at the event, prior to ten working days to the event. Vendor shall perform all actions as a separate and distinct entity from District and nothing in this Agreement shall be interpreted to create an agency, employment, partnership, joint venture, or other relationship with District. Vendor shall ensure that and physical space used at any event shall be maintained in a clean and orderly manner and shall be fully free of trash and debris at the end of the event. Any costs incurred by District to maintain the responsibility of the Vendor of any space occupied by the Vendor shall be the liability of the Vendor. At all times the Vendor shall be solely responsible for and liable for their participation in any District event and the results of their actions and activities or lack of actions or activities at District events.

Vendor represents and agrees that it does not and will not, while operating on District Park pursuant to this Agreement, discriminate against any person because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.

Vendor does hereby agree to indemnify, defend, protect, save harmless, fully release, and forever discharge District and each of its officers, employees, agents, volunteers, insurers and departments from any and all known or unknown, certain or contingent, past, present, or future obligations, liabilities, demands, claims, costs, expenses, debts, controversies, damages, action, and causes of action of every nature, character, or description which he or she may have against District, arising from or in any way related to the use of District facilities or this waiver for the event on the date listed above. Furthermore, Vendor hereby understands that accidents may occur during events, and that participants in such activities may sustain personal injuries, including death, and/or property damages, as a consequence thereof. Vendor agrees and understands that District makes no implied or express representations or warranties as to the condition of the facility or the equipment used during the event and that Vendor knowingly and voluntarily assumes all risks of personal physical or mental injury, death, serious bodily injury, or property damage or loss in connection with or arising out of Vendor use of this facility and the equipment located therein. Vendor further acknowledges the release set forth herein applies to any claims resulting from any defective equipment and/or products in the facility. Vendor further agrees to defend, indemnify, and hold harmless the District, its elected officials, officers, agents, employees, volunteers, insurers and departments from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, actual attorney fees incurred by the District, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of, arising out of, or in any way attributable to Vendor's participation in the event listed above, including but not limited to, any liability, harm, penalty or loss to persons or property, or which may arise from any violation of law. Vendor further understands and agrees that this waiver of liability and agreement to hold harmless is to be binding on all heirs, assigns, executors, administrators, and subrogees.

District shall not be liable for the condition of the District Park, cancellation of any events, rescheduling of any events, or turnout of any event. Vendor accepts District Park as-is and were-is without any guarantees or warranties on the condition of the facilities or the use of the facilities for any intended uses or purposes. If any provision of this agreement is found to be invalid or unenforceable in whole or in part, Vendor agrees that such provision shall be reformed and construed to the maximum extent enforceable, and that the remaining provisions shall remain valid and enforceable to the maximum extent compatible with law.

PHOTO POLICY: I hereby authorize and give consent to the Greenfield Public Recreation District, its successors and assigns, to copyright, publish and display all photographs and videos taken by them in which I appear. It is further agreed that the District may use, or cause to be used, my photographs or image to publicize the Greenfield Public Recreation District programs, without limitations or any compensation.

I ACKNOWLEDGE THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING AND AGREEMENT CONCERNING LIABILITY ASSOCIATED WITH MY PRESENCE AT AND/OR USE OF THE FACILITY. I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT VOLUNTARILY, ON MY OWN FREE WILL, AND UNDER NO DURESS.

Vendor Representative Signature

Date

District Signature

Date