

INDEMNITY AGREEMENT

This Indemnity Agreement by and between Applicant/Vendor and the County of Essex.

NOW, THEREFORE, it is mutually agreed:

1. The Applicant/Vendor shall defend, indemnify and hold harmless the County to the fullest extent allowed by law from and against any and all liability, suits, judgments, orders, causes of action, and claims, including but not limited to those for bodily injury, property damage, death, and reasonable attorney's fees, arising out of or in connection with the Contractor's negligence/or use in connection with the use of the fairground premises.

2. Applicant/Vendor represents that they currently carry general liability insurance and shall provide at least three (3) weeks prior to any event a Certificate of Insurance naming Essex County as additional insured and as Certificate Holder under the terms and conditions set forth at Schedule A attached hereto and made a part hereof.

3. Both this Indemnity Agreement and the Certificate of Insurance must be received by the Essex County Attorney's Office, 7551 Court Street, P.O. Box 217, Elizabethtown, NY 12932 at least five (5) business days prior to any event.

IN WITNESS WHEREOF, the County and the Applicant/Vendor have caused this Agreement to be executed in their respective names by their duly authorized representatives.

Dated: _____
Applicant/Vendor

Dated: _____
County of Essex