



INDEMNIFICATION AGREEMENT

****Whereas****, in consideration for the granting of permission by the City of Palmyra, through its Palmyra Parks and Recreation Department, the Undersigned seeks to utilize the following described property: the Midway in Flower City Park, including the Livestock Barns in Flower City Park, for the sole purpose of conducting a market for the sale of arts, crafts, farm produce, baked goods, and other appropriate market goods.

****Whereas****, the Undersigned desires to utilize the aforementioned property on Saturdays and Wednesdays from April 27 through October 26, 2024.

****Now, Therefore****, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

- 1. *Indemnification:** The Undersigned agrees to indemnify and hold harmless the City of Palmyra, its agents, officers, and employees from and against all claims for injury or damages to persons or property, arising out of or caused by the use of such property by the Undersigned.
- 2. *Defense:** The Undersigned further agrees, upon receipt of notice from the City of Palmyra, to defend at its own expense any action or proceeding against the City of Palmyra arising out of or caused by the use of such property.
- 3. *Conclusive Judgment:** The judgment obtained in any such action or proceeding is conclusive as to the existence of a defect or other cause of the injury or damage, as well as the liability of the City of Palmyra to the plaintiff, in any subsequent action brought by the City of Palmyra against the Undersigned.
- 4. *Recovery of Expenses:** The City of Palmyra reserves the right to maintain an action against the Undersigned to recover the amount of any judgment, together with all expenses incurred by the City of Palmyra in such suit.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law principles.

Execution: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date first above written.

Signature of Undersigned _____ Date _____

Printed Name of Undersigned _____

Signature of City Rep _____ Date _____

Printed Name of City Rep _____