

# SANTA CLARA SWISS DAYS RELEASE AGREEMENT

I hereby release and forever discharge Santa Clara Swiss Days, the City of Santa Clara, all sponsoring organizations and their directors, employees, and volunteers from any responsibility, claims, loss or damage arising out of or in conjunction with my application to and participation at Santa Clara Swiss Days 2016.

Signature of Vendor. Responsible Person(s) \_\_\_\_\_

Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_

## HOLD HARMLESS AGREEMENT

The City of Santa Clara (hereinafter known as the City) and the User hereby enter into an agreement as follows with the understanding that information contained herein does constitute a contract within the State of Utah. All parties to the contract further agree to submit to the jurisdiction of the courts in the State of Utah any claims arising out of this contract. This agreement will not be binding upon the City until accepted and approved by the City Manager or his authorized designee.

### The User:

1. Shall hereby release and hold harmless the City from, and agrees to indemnify it against any and all claims, damages, unjust, cost of investigations, Worker's Compensation and Attorney's fees arising from, or as a result of use of City owned property, facilities or equipment;
2. Shall obtain, at User's own cost and expense, any and all licenses or permits required by law or ordinance;
3. Shall take the premises as they are found at the time of occupancy by the User. In the event the User finds it necessary to remove or change the equipment, the changes shall be made by the User at the user's expense and shall be replaced as found. No removals or changes shall be made without prior written approval of the City;
4. Shall remove from the premises at the conclusion of the activity all equipment and materials owned by the user;
5. Shall have all deliveries of needed equipment and materials made only after written approved arrangements with the City are received;
6. Shall not reassign this agreement or sublet the premises, or any part thereof, for any purposes other than herein specified, without the written consent of the City;
7. Shall not bring on the premises, keep, possess, or allow use of any illegal drugs, tobacco products, alcoholic beverages, controlled substances, or gambling devices of any kind;
8. Shall not use, store, or permit to be used or stored in or on any part of the City's premises, any substance or thing prohibited by any law or ordinance, or by standard policies of fire insurance companies operating in the State of Utah;
9. Shall assume full responsibility and liability for the character, acts, and conduct of all persona admitted to the facilities or property owned by the City;
10. Vendor shall provide their own Property and Public Liability Insurance coverage;
11. Shall not allow smoking in City owned buildings, facilities, or on City owned property;
12. Shall clean the facility and restore all equipment and furnishings to their original order. The immediate area outside the facility must also be cleaned.

### The City:

1. Shall furnish light, heat, and water by means of the appliance installed for ordinary purposes. Interruptions, delays or failure in the furnishings of any of the above, cause by anything beyond the control of the City shall not be chargeable to the City;
2. Shall not be responsible for any damage, accidents or injury that may occur to the User, his agents, servants, employees, spectators and any or all other participants, and/or property of any cause whatsoever arising out of or resulting from the above;
3. Reserves the right, in the exercise of its discretion, to rescind and cancel these agreements at any time when the purpose for which the premises are being used shall be obnoxious or hostile to the best interest of the City;
4. Reserves the right to give City activities a priority for use and alter this agreement by notifying the User not less than 48 hours prior to the activity, any;
5. May at its option, attach a rider which outlines the fee schedule and other detailed specifications of this agreement and which becomes a part of the agreement.

**I certify that I Have read and will abide by the rules and regulations, which appear above.**

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE USE: Booth #(s) \_\_\_\_\_ Application Fee Paid: \_\_\_\_\_ Date paid: \_\_\_\_\_

Booth Rental Fee Paid: \_\_\_\_\_ Date paid: \_\_\_\_\_

Amount refunded: \_\_\_\_\_ Overnight Pass Needed: \_\_\_\_\_

**VENDOR REGISTRATION INDEMNIFICATION/HOLD HARMLESS/  
RELEASE OF LIABILITY AGREEMENT FORM**

Whereas I desire to utilize Santa Clara City property to sponsor a vendor booth and in consideration of Santa Clara City's willingness to allow myself/ company to use said property, facilities, and equipment and to participate in said program, I, \_\_\_\_\_, agree and promise to indemnify and hold Santa Clara City, its officers, agents employees and volunteers harmless and release them for and from any liability, cost, or expense arising from any action, causes of action claims for relief, demands, damages, costs, fees, expenses, and/or compensations are know or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of my use or any of my customers; use of City property, facilities or equipment, participation in the above desired program, or the acts or omissions, negligent or otherwise of Santa Clara City and/or their respective officers, agents, officials, members, employees and volunteers, or any person or persons.

I acknowledge that I have been advised to consult legal counsel and have had an opportunity to consult with legal counsel prior to entering into this Indemnification/ Hold Harmless; Release of Liability agreement.

I understand and agree that by signing this Agreement I relinquish all rights or claims to adjudication or recourse to which I may be entitled in relation to any damages or unjust that may arise out of the above-described activities.

I enter into this agreement with full knowledge of the meaning and future effect of the promises, releases, and waivers contained herein.

I understand and acknowledge that I have entered into the releases and waivers contained in this agreement voluntarily and make them without any duress or under influence of any nature by any persons or entity.

SPECIAL EVENTS TAX NUMBER OR OTHER TAX ID \_\_\_\_\_  
(YOU WILL RECEIVE TEMPORARY TAX ID FORM FROM THE UTAH STATE TAX COMMISSION AT EVENTS)

FOOD HANDERS PERMIT (FOR FOOD VENDOR) \_\_\_\_\_

TEMPORARY EVENT PERMIT (FOOD VENDOR) \_\_\_\_\_  
(OBTAINED THRU SOUTHWEST PUBLIC HEALTH DEPT.)

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_