



## 2021 INDEMNITY AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Between

Name (s) \_\_\_\_\_

Address \_\_\_\_\_

(hereinafter, SELLER)

and the Pinewood Farmers' Market™.

Each SELLER hereby agrees to hold harmless and indemnify Pinewood Farmers' Market™ and the owner of Parcel #400-44-003R and #400-44-003P, Munds Park, Arizona 86017 against any and all expenses (including attorneys' fees), witness fees, damages, judgments, fines and amounts paid in settlement and any other amounts that Pinewood Farmers' Market™ and/or the owner of Parcel #400-44-003R and #400-44-003P, Munds Park, Arizona 86017 becomes legally obligated to pay because of any claim or claims made against or by it in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, arbitrational, administrative or investigative (including an action by or in the right of the SELLER) to which Pinewood Farmers' Market™ and/or the owner of Parcel #400-44-003R and #400-44-003P, Munds Park, Arizona 86017 is, was or at any time becomes a party, or is threatened to be made a party, by reason of the fact that (i) Pinewood Farmers' Market™ is, was or at any time becomes a community market where vendors sell goods to buyers, or, (ii) that such market is located on property owned by the owner of owner of Parcel #400-44-003R and #400-44-003P Munds Park, Arizona 86017.

No indemnity pursuant to this section shall be paid by SELLER on account of conduct attributable to Pinewood Farmers' Market™ and/or that was knowingly fraudulent or deliberately dishonest or that constituted willful misconduct.

For valuable consideration, including the right to sell produce or other products at the Pinewood Farmers' Market™, SELLER does hereby agree to indemnify and hold the Pinewood Farmers' Market™ and the harmless from any loss, damage, expense, judgment or liability of any nature including attorney's fees arising out of any claim made against Pinewood Farmers' Market™ and/or by any person or entity which claim arises out of or results from Buyer's purchase of SELLER's product for consumption at the Pinewood Farmers' Market™.

Each SELLER does hereby agree to participate in the Pinewood Farmers' Market™ at his/her own risk.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SELLER \_\_\_\_\_

SELLER \_\_\_\_\_

**Pinewood Farmers' Market™**  
20701 N. Scottsdale Road  
Ste 107-614  
Scottsdale, Arizona 85255

Market Cell: (602) 819-6396; E-mail: [teamtitus7@gmail.com](mailto:teamtitus7@gmail.com)