

Vendor Agreement, Waiver of Liability and Indemnity Agreement

This vendor agreement is between **JUMP ON IT** and _____ hereinafter respectively called JOI and the vendor.

Vendor is a: Food Truck Food Vendor Retail Booth

Item	Item Description (if any sides, etc.)

The agreement provides for _____ to be sold on site, (Dates) _____ at Jump On It Givens Park for a total amount of _____ (paid in full as of _____).

IN CONSIDERATION of being permitted to sell the goods specified above at Jump On It Givens Park, and FOR RECEIPT of the above cited fees, **the vendor, shall sell only what is mentioned above.**

Additionally JOI has exclusivity to beverages and **no drinks are to be sold from vendor,** if this agreement is violated then vendor shall be escorted from premises and agreement is voided, with no refunds granted.

IN FURTHER CONSIDERATION WITH THIS AGREEMENT THE VENDOR HEREBY AGREES TO THE FOLLOWING:

1. THE VENDOR HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE JOI, its

directors, officers, employees, and agents (hereinafter referred to as “releasees”) from all liability to the vendor, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death of the vendor, its employees, agents, or representatives, whether caused by the negligence of the releasees or otherwise while the vendor or its employees, clients, agents, or representatives are in, upon, or about the premises performing duties related to this agreement.

2. THE VENDOR HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur arising from the vendor's operations at the JOI premises regardless of whether such harm is caused by the sole or partial fault of the releasees.

THE VENDOR further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of *Texas*.

IT IS FURTHER MUTUALLY AGREED between the parties that:

The vendor has read and voluntarily signs the vendor agreement and waiver of liability and indemnity agreement.

Signature:

Date: