

PANORAMA DAYS INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made the _____ day of _____, 2008, between _____, hereinafter called "the Vendor", and the City of Panora, Iowa, the Panora Chamber of Commerce, the Officers and Directors of the Panora Chamber of Commerce, the Panorama Days Committee, hereinafter collectively referred to as "the Organizers", and

WHEREAS, the Vendor wishes to participate in this year's Panorama Days celebration for business purposes, and the Organizers of Panorama Days, referred to above, agree to permit Vendor to participate in said celebration, subject to the following terms and conditions, which Vendor agrees to comply with as consideration for its participation.

The Vendor shall save and hold the Organizers harmless from and against liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be in connection with, any of the activities of the Vendor, or its agents, servants, subcontractors or employees, or which arise out of or are connected with, or are claimed to arise out of or be connected with any accident or occurrence which happens, or is alleged to have happened, in or about the place where such activities are being performed or in the vicinity thereof (1) while the Vendor is performing its activities, or (2) while any of the Vendor's property, equipment, or personnel, are in or about such place or the vicinity thereof by reason of or as a result of the performance of Vendor's activities, including without limiting the generality of the foregoing, all liability, damages, loss to Organizers, their employees, agents, subcontractors or frequenters, or to any other persons, whether based upon, or claimed to be based upon, statutory, contractual, tort, or other liability of Vendor, Organizers, or any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by Organizers, their employees, agents, subcontractors or frequenters, Vendor, its employees, agents, subcontractors or frequenters, or any other person.

The Vendor shall at its own expense investigate all such claims and demands, attend to their settlement of other disposition, defend all action based thereon and pay all charges attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

SIGNED this _____ day of _____, 2008.

FOR VENDOR:

By: _____

(PRINT NAME) _____

FOR ORGANIZERS:

By: _____

(PRINT NAME) _____