

## HOLD HARMLESS AGREEMENT

**THIS HOLD HARMLESS AGREEMENT** (the "Agreement") is made as of \_\_\_\_\_, 2025, by and between the Town of Milton, as the entity receiving indemnity (hereinafter referred to as the "Indemnatee"), with offices located at 503 Geyser Road, Ballston Spa, New York, 12020, and \_\_\_\_\_, as Vendor, as the entity bound to provide and/or protect the Indemnatee (hereinafter also referred to as the "Indemnitor"), with an address of \_\_\_\_\_, and at times the Indemnatee or Indemnitor may be referred to as the "Party" or may be collectively referred to as the "Parties."

As a condition of participating in the Town of Milton's activities known as "Milton Day", the parties agree as follows:

1. The Indemnitor agrees, desires, wishes and shall hold harmless and indemnify the Indemnatee, its successors, assigns, officers, and employees from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including but not limited to attorney's fees, court costs and expert fees) arising out of or claimed by anyone by reason of injury or damage to persons or property as a result of participating in or being associated with the Town's events and activities associated with the "Milton Day" celebration, and sustained by any person or persons attending or participating in same or is injured by others who attend or participated in same, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the acts or negligent act or omissions of the Indemnitor, or Indemnitor's agents or subcontractors, unless such liability may have resulted from the gross negligence of the Indemnatee, its officers, agents, and/or employees; provided however, that upon the filing of any claim with the Indemnitor for damages arising out of incidents for which the Indemnitor herein agrees to hold Indemnatee harmless as stated above, if any, then and in that event the Indemnitor shall notify Indemnatee of such claim and Indemnatee shall have the right but not the obligation to defend, and the right to settle or compromise the claim, without Indemnitor's prior approval.

Regardless of how such injury or damage may have occurred, Indemnitor waives any claim against Indemnatee for any liability, damages or expenses arising out of any claim for injury or damage to any person or property of any kind whatsoever, together with all costs in connection with the defense, including attorney's fees.

2. Each party shall maintain a policy or policies of insurance sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims and acceptable to the Town of Milton. The Indemnitor agrees to naming the Indemnatee as an additional insured. Nothing in this Agreement shall require either party to indemnify or hold harmless the other part from liability for the gross negligent or wrongful actions or omissions of said other party or its principals, officers, or employees.

Any and all products that Indemnitor sells or offers for sale, if any, must comply with the requirements of NYS Department of Agriculture and Markets, Saratoga County Board of Health and any current or future rules or by-laws of the Town of Milton's Farmers Market. All products must be grown, raised or created by the Indemnatee unless they meet rule or bylaw exceptions and permission has been granted in writing. All prepared foods must use local products if they are available. Indemnitor is required to have all necessary licenses and permits for selling foods. Home bakers/processors must submit a copy of NYS Ag & Market Home Processor Certification.

3. In the event of any claim or action, the Indemnitor will promptly provide the Indemnatee with written notice of the claim or action and will notify the Indemnatee within five (5) business days of the commencement of any legal proceedings relating to the claim or action. The Indemnitor will provide the Indemnatee with all available information known to the Indemnitor relating to the claim or action; and

4. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in a postage prepaid envelope and deposited with the United States Post Office, to the Parties to this Agreement at the addresses contained in this Agreement or as the Parties may later designate in writing; and

5. Upon being notified of any action, impending action, claim, or incident, the Indemnatee may, at its expense, participate in the defense of the action or claim and may, along or with any other indemnifying party, assume the defense against the action or claim using counsel that are reasonably satisfactory to the Indemnatee, however, if it is a claim for which the Indemnitor is liable, all decisions shall be approved by the Indemnitor prior to being finalized; and

6. If the Indemnatee has notified the Indemnitor of the intention to assume the defense, the Indemnitor will no longer be liable to the Indemnatee for any further legal expenses subsequently incurred by the Indemnatee in relation to the defense or resolution of the claim. Once the Indemnatee provides notice to the Indemnitor that the defense of claim has been assumed by the Indemnatee, the Indemnitor may employ or continue to employ their own legal counsel, however any fees or expenses incurred by the Indemnitor subsequent to the notice of assumption of defense by the Indemnatee will be the sole responsibility of the Indemnitor. Indemnitor shall at all times remain liable for any and all damages and injuries; and

7. The Indemnitor agrees to cooperate in good faith and use best efforts to ensure that the Indemnatee is indemnified and reimbursed for any all damages, expenses, judgments, fines, settlements and other amounts reasonably incurred in connection with the defense of any claim or action for which Indemnitor is liable pursuant to this Agreement; and

8. The Indemnatee agrees to cooperate in good faith and provide any and all information within the Indemnatee's power as required for the defense of any claim or action and also to provide any and all information within the Indemnatee's power as required to help in a determination of indemnification.

**THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT,** and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

TOWN OF MILTON

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Scott Ostrander, Supervisor

Dated: \_\_\_\_\_

\_\_\_\_\_, Vendor