

# 2025 Hold Harmless Agreement

In consideration of granting of permission by the City of Muscatine, Iowa and the Muscatine Mall, to the undersigned for the use of the following described property: farmers market area For the purpose only: selling arts, crafts, produce, baked goods, and food. On the following dates: May 1, 2025 through April 30, 2026

The undersigned agrees to indemnify and hold harmless the City of Muscatine, Iowa and the Muscatine Mall and the Muscatine Area Farmers Market, its agents, officers, and employees from and against all claims for injuries or damages to persons or property arising out of or caused by use of such property.

The undersigned further agrees upon receipt of notice from the City of Muscatine, Iowa and the Muscatine Mall and Muscatine Area Farmers Market to defend at its own expense the City of Muscatine, Iowa and the Muscatine Mall and the Muscatine Area Farmers Market from any action or proceeding against the City of Muscatine, Iowa and the Muscatine Mall or the Muscatine Area Farmers Market arising out of or caused by use of such property. A judgment obtained in any such action or proceeding is conclusive in any action by the City of Muscatine, Iowa and the Muscatine Mall or the Muscatine Area Farmers Market against the undersigned when so notified as to the existence of a defect or other cause of the injury or damage, as to the liability of the City of Muscatine, Iowa and the Muscatine Mall and the Muscatine Area Farmers Market to the plaintiff in the first name action, and as to the amount of the damage or injury. The City of Muscatine, Iowa and the Muscatine Mall and the Muscatine Area Farmers Market may maintain an action against the undersigned to recover the amount of the judgment together with all the expenses incurred by the City of Muscatine, Iowa and the Muscatine Mall and the Muscatine Area Farmers Market in the suit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Signature of vendor: \_\_\_\_\_

Updated: 1/21/25