

# 2018 HUBFEST Event Policies

## **Hold Harmless Agreement**

Through submission of application materials and Vendor's signing of this Agreement, Vendor agrees to hold HUBFEST, The Area Development Partnership, its Board of Directors, staff, volunteers, and The City of Hattiesburg harmless for any and all losses, expenses, demands and claims against HUBFEST sustained or alleged to have been in any way related or connected to 2018 HUBFEST.

Vendor also agrees and acknowledges that HUBFEST, the Area Development Partnership, its Board of Directors, staff, volunteers or the City of Hattiesburg, are not responsible in any way for any personal injury, illness, property damage or loss of property that may occur during the 2018 HUBFEST festival. Vendor agrees, acknowledges and further certifies that the Vendor and Vendor's property, equipment, and vehicles are properly insured for any and all losses incurred, and or damages caused, by Vendor or any other party.

## **Incorporation and Modification**

This document includes all components of the agreement of the parties and is fully incorporated herein. The Application materials provided by the vendor to the Area Development Partnership, shall be incorporated herein by reference. No other promises made prior to the execution of this agreement have been omitted from this document. The parties may mutually agree to modify this agreement; however such modification shall only be binding upon the parties by signed written agreement. No oral modification or agreement outside the scope of this agreement shall be binding upon either party.

## **No Agency, Partnership, or Joint Venture Created**

The Vendor is an independent operator, and through this agreement no agency, partnership or joint venture relationship is created with HUBFEST or the Area Development Partnership. The Vendor, its owners, employees, or other agents shall not represent themselves as representatives of HUBFEST. Vendor shall not enter into any contract or other agreement which would cause HUBFEST or the Area Development Partnership to be liable in any way with any other party, including, but not limited to, manufacturers, Vendors, or other suppliers, etc. Vendor shall hold HUBFEST and the Area Development Partnership harmless from any cost or any other liability it may incur with the production of merchandise.

HUBFEST makes no representation nor guarantees regarding actual festival attendance, nor makes any representation of potential financial success or failure.