



**Apopka Art and Foliage Festival  
Cottage Food Vendor  
Indemnity and Hold Harmless Agreement**

Cottage Food Vendor is responsible for the set-up, operation, and removal of all equipment while participating in the Apopka Art and Foliage Festival held at Kit Land Nelson Park/Edwards Field, 10 S. Forest Avenue, Apopka, FL 32703, on Saturday, April 29, 2023 and Sunday, April 30, 2023, to include the set-up and break-down period. Cottage Food Vendor further agrees to comply with all local ordinances and codes, applicable state and federal statutes and regulations.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Cottage Food Vendor shall defend, indemnify and hold harmless the City of Apopka, its officers, agents, employees, the organizers, sponsors, activity supervisors, co-sponsoring organizations and participants from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the Cottage Food Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement, including but not limited to, automobile negligence, foodborne illness negligence, or other claims and/or suits. Cottage Food Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere shall not relieve the Cottage Food Vendor of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Apopka’s liability beyond that provided in section 768.28, Florida Statutes.

**I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and sign it of my own free will.**

Printed Name of Applicant: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_

Title of Applicant: \_\_\_\_\_

Vendor/Business Name: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

[STAMP]