

EXHIBIT B

HOLD HARMLESS AND INDEMNITY AGREEMENT

For Use by Individual Vendors:

_____ (“Indemnitor”) hereby agrees, in exchange for permission to participate in the Common Ground Farm, Inc.’s Farmers Market (“Market”) located in Beacon Market, to defend, indemnify and hold the City of Beacon and its employees, officers and agents (the “City”) harmless from any and all claims, liabilities, suits, proceedings, actions, costs and expenses, including attorney’s fees, of whatever name or nature as the same may relate, arising from Indemnitor’s participation in the Market. Said indemnification and defense by Indemnitor to the City apply to any claim, liability, suit, proceeding and action in which the City may be named as a party, and notwithstanding that Indemnitor may deem said claim, liability, suit, proceeding or action frivolous or without merit.

Signature

Name

Date

For Use by Participating Business Entities:

_____ (“Indemnitor”), through its designated agent, _____, and in exchange for permission to participate in the Common Ground Farm, Inc.’s Farmers Market (“Market”) located in Beacon, hereby agrees to defend, indemnify and hold the City of Beacon and its employees, officers and agents (the “City”) harmless from any and all claims, liabilities, suits, proceedings, actions, costs and expenses, including attorney’s fees, arising from Indemnitor’s participation, or the participation of Indemnitor’s employees or agents, in the Market. Said indemnification and defense by Indemnitor of the City shall apply to any claim, liability, suit, proceeding and action in which the City may be named as a party, notwithstanding that Indemnitor may deem said claim, liability, suit, proceeding or action frivolous or without merit. By affixing their signature hereto, the undersigned hereby represents that he or she is designated agent of Indemnitor, authorized to enter into and bind Indemnitor to this agreement.

Vendor Name

By:

Agent Signature

Date