



## INDEMNITY AGREEMENT

This Hold Harmless and Indemnity Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_ ("Artist"), in favor of the RIVER UNION STAGE ("RUS") on behalf of The Hunterdon Art Tour ("THAT").

### Recitals:

- A. RUS has agreed to hold THAT, to be held at Artist's studios on Saturday, May 6<sup>th</sup> and Sunday, May 7<sup>th</sup> from 10 am until 6 pm;
- B. The Artist is the owner of the studio or has an agreement to use the studio location of another Artist;
- C. Artist desires to participate as an Artist in THAT;
- D. In order to participate as an Artist in THAT, Artist must agree to indemnify RUS on behalf of THAT as set forth below.

NOW, THEREFORE, for good and valuable consideration, Artist does hereby agree as follows:

- 1. Artist agrees that: (a) Artist's participation in THAT will be performed at Artist's sole risk and at Artist's sole cost and expense; (b) Artist shall comply with all applicable laws; and (c) Artist will keep their studio area in a safe condition at all times during THAT.
- 2. Artist shall have either comprehensive general or homeowners liability insurance. Comprehensive general liability insurance shall contain an endorsement naming RUS as an additional insured. All insurance carried by RUS shall be non-contributory. All insurance coverage shall be on an "occurrence basis". Artist shall immediately deliver to THAT a current Certificate of Insurance or evidence of Homeowner's Insurance, required pursuant to this Agreement, upon execution of this Agreement. The obligation of this Section 2 shall survive until the end date and time of THAT.
- 3. In consideration of, and as a condition to, RUS affording Artist participation in THAT, Artist hereby agrees to indemnify, defend and hold harmless RUS, their employees and agents, from and against any and all claims, actions, liabilities, fines and proceedings or causes of action of any kind to the extent arising directly or indirectly from (i) the presence of Artist, its employees, agents or contractors involved in THAT or (ii) any activity or work conducted or performed in, on or about THAT by Artist, its employees, agents or contractors. This obligation shall survive termination of this Agreement.
- 4. Artist agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in RUS by virtue of its participation in THAT.
- 5. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- 6. This Agreement shall inure to the benefit of and shall be binding upon RUS on behalf of THAT and Artist and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Hold Harmless and Indemnity Agreement to be executed by their respective duly authorized officers as of the date first above written.

**[Artist]**  
By (signature) : \_\_\_\_\_  
Print Name \_\_\_\_\_  
Address of your Tour Location \_\_\_\_\_

Mail this filled-in and **signed** document to: The Hunterdon Art Tour, P.O. Box 106, Baptistown, New Jersey, 08803  
or email a filled-in and **signed** and scanned copy to [info@thehunterdonarttour.com](mailto:info@thehunterdonarttour.com)