

CITY OF HAMPTON

STATE OF GEORGIA

RESOLUTION NO. 2023-09

A RESOLUTION TO ADOPT AN INDEMNIFICATION AND RELEASE AGREEMENT FOR VENDORS OPERATING WITHIN THE CITY; TO AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO SAID AGREEMENT; TO PROVIDE FOR REPEAL OF CONFLICTING RESOLUTIONS; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the duly elected governing authority of the City of Hampton, Georgia is the Mayor and Council thereof; and

WHEREAS, the City employs a Community Development Department which issues permits for those persons operating as vendors within the City limits; and

WHEREAS, the adoption of an agreement with said vendors, attached hereto and incorporated by reference, is necessary to ensure the City is relieved of any liability as a result of the vendors' operations; and

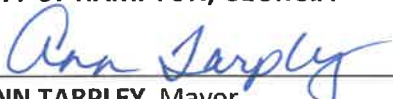
WHEREAS, the agreement, if adopted, may be signed by the City Manager or his designee; and

WHEREAS, the executed agreement does alleviate the requirement for vendors to be properly permitted.

BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the City of Hampton, Georgia, and by the authority thereof that the attached agreement be adopted and utilized by the Community Development Department to enter into agreement with vendors permitted to operate in the City and that the City Manager, or his designee, is authorized to execute these agreements on behalf of the City.

SO RESOLVED, this 14th day of February 2023.

CITY OF HAMPTON, GEORGIA


ANN TARPLEY, Mayor

ATTEST:



RASHIDA FAIRLEY, City Clerk

APPROVED AS TO FORM:



L'ERIN BARNES WIGGINS, City Attorney

RELEASE AND INDEMNIFICATION AGREEMENT

This Release and Indemnification Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the City of Hampton ("City"), a municipal corporation of the State of Georgia and _____ whose address or principal place of business is _____ ("Vendor").

WHEREAS, Vendor is engaged in the business of selling certain food products; and

WHEREAS, Vendor has applied to the City for a vendor's license; and

WHEREAS, the City has issued such license to Vendor in order to authorize Vendor to sell its products in accordance with the terms of the license.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereby agree as follows:

1. **RELEASE FROM LIABILITY.** Vendor, for itself and its heirs, affiliates, successors, and assigns, fully and forever releases and discharges City and its respective affiliates, directors, officers, shareholders, employees, agents, and insurers, and all others involved in the Event (collectively referred to in this Agreement as "City") from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to Vendor, Vendor's property, or any other person, directly or indirectly arising out of or in connection with Vendor's participation in the Event, even if it is due to the negligence, injudicious act, omission or other fault of City.
2. **INDEMNITY.** Vendor, its heirs, affiliates, successors, and assigns, will defend, indemnify, hold harmless and reimburse City from and for all damages, losses, costs, or expenses (including attorney's fees) incurred by City or paid by them to any person (including Vendor or Vendor's insurers) in respect to any accident, injury (including death), loss, or property damage, however caused, resulting from, arising out of, or otherwise in connection with Vendor's participation in the Event. Vendor will reimburse Sponsor if anyone makes a claim against City in connection with Vendor's participation in the Event, including, without limitation, any accident Vendor may be involved in or any injury, loss, damage to Vendor, other parties or property however caused.
3. **NOTICES.** Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed:

To the City at:

City of Hampton
Rashida Fairly, City Clerk
P.O. Box 400
Hampton, GA 30228

With a copy to:

L F Barnes Law LLC
L'Erin Barnes Wiggins, Esq.
P.O. Box 250464
Atlanta, GA 30325

To the Vendor at:

With a copy to:

4. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions and agreements between the Parties with respect to such subject matter.
5. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. Facsimile or .pdf signatures shall be deemed originals with the same enforceability as if they were originals.
6. **SEVERABILITY.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
7. **HEADINGS.** Any headings preceding the text of the several sections, paragraphs or subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
8. **BINDING EFFECT.** This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.
9. **CONSTRUCTION.** In the event of a dispute between the parties regarding this Agreement, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against either party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF HAMPTON

By: _____

Name: _____

City Manager or Designee

Attest:

By: _____

Name: _____

VENDOR

By: _____

Name: _____

Title: _____