

RELEASE AND INDEMNITY AGREEMENT

This RELEASE AND INDEMNITY AGREEMENT (this "Agreement") is made this \_\_\_ day of \_\_\_, 20\_\_\_ by and between \_\_\_ ("Vendor") and Sonetta Community Market at Hunters, LLC a Maryland limited liability company ("Sonetta") (each hereinafter individually referred to as a "Party" and collectively as the "Parties").

RECITALS

- R1. Sonetta operates a retail center which also affords other business the opportunity to sell their merchandise at the premises (collectively referred to as the "Retail Center") located at 2084 Jacob Tome Memorial Highway, Port Deposit, Maryland 21204 (the "Real Property")
R2. The Retail Center is located on real property owned by 2084 Tome Highway, LLC ("2084 Tome Highway").
R3. Vendor desires to sell his/her/its merchandise and products at the Retail Center (collectively referred to as the "Merchandise").
R4. Sonetta will not agree for Vendor to sell his/her/its Merchandise at the Retail Center without the agreement of Vendor to execute this Agreement.
R5. Vendor has carefully reviewed and understands the terms of this Agreement and desires to execute the Agreement.
R6. Vendor acknowledges that it has received and carefully reviewed Sonetta's Vendor Rules and Regulations and accepts and agrees to comply with same.

NOW THEREFORE, in consideration of the above Recitals which are an integral part of this Agreement, the mutual promises and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are expressly acknowledged, the parties agree as follows:

TERMS

- 1. Recitals. The representations set forth in the above Recitals are true and correct and are incorporated herein and made a part hereof.
2. Clean Up. The Vendor shall promptly tear down any booths, tents, installations, temporary structures, or improvements constructed by the Vendor during its occupancy of the Retail Center for the sale of its Merchandise and shall be responsible to clean up all debris created by its occupancy of the Retail Center for the sale of its Merchandise and restore the Retail Center and Real Property to its condition prior to its occupancy of the Retail Center for the sale of its Merchandise, including re-seeding of any grass due to damage caused as a result of its occupancy of the Retail Center for the sale of its Merchandise
3. Release. Vendor hereby absolutely, unconditionally, and irrevocably releases, acquits, and forever discharges Sonetta and 2084 Tome Highway, and their respective successors, predecessors, parents, subsidiaries, affiliates, assigns, members, officers, employees, independent contractors, agents (each, individually, a "Released Party" and collectively the "Released Parties") of and from any claims, lawsuits, demands, causes of action, suits, liabilities, losses, settlements, fines, awards, statutory or other legally-imposed penalties, damages, property and/or bodily injuries, including, but not limited to, attorney fees, litigation costs, and consultant fees, at law or in equity, (each, individually a "Claim") arising out of, relating to, or in connection with, directly or indirectly, Vendor's occupancy of, sale of Merchandise at, use of, and/or presence or any activity at the Retail Center and/or the Real Property, whether known or unknown, whether arising out of contract, tort, strict liability, statute, or otherwise, at law or in equity, and whether presently ascertainable or not, which the Vendor and/or its successors and/or permitted assigns ever had, now have, or ever will have against Sonetta and/or 2084 Tome Highway. The provisions of this Section 2 shall survive the expiration or termination of the Agreement.
4. Indemnification. Vendor shall indemnify, defend, and hold harmless Sonetta and 2084 Tome Highway and their respective successors, predecessors, parents, subsidiaries, affiliates, assigns, members, officers, employees, independent contractors, attorneys and agents (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any known and unknown claims, lawsuits, demands, causes of action, damages, losses, liabilities, settlements, fines, awards, statutory or other legally-imposed penalties, property and/or bodily injuries, including, but not limited to, reasonable attorney fees, litigation costs, and consultant fees (collectively "Losses"), arising from death, personal injury, property damage, lost profits, compensatory damages, consequential damages, and any and all other damages arising out of, relating to, or in connection with, directly or indirectly, Vendor's occupancy, use of, and/or presence at the Retail Center and/or the Real Property, including but not limited to

arising from the sale of his/her/its Merchandise, or otherwise brought by a third party, whether by an individual, entity, governmental body or agency, Vendor's employees, personnel, agents, contractors, invitees or volunteers.

The Indemnified Party or Parties shall be permitted, at the Vendor's sole cost and expense, to retain an attorney of his, her, or its choice to defend the Indemnified Party and/or the Indemnified Parties, whether asserted in any proceeding, action, at law, in equity, arbitration, or otherwise, containing any allegation(s) that may potentially give rise to the Vendor's obligation to indemnify any or all of the Indemnified Parties under this Section 3.

The provisions of this Section 3 shall survive the expiration or termination of the Agreement.

The Vendor's obligations under this Section 3 are in addition to all rights and remedies of the Indemnified Parties provided by applicable law.

- 5. The Parties expressly warrant each to the other that they have the authority to enter into and be bound by this Agreement and that any and all representations herein made are accurate and complete to the best of each Party's knowledge.
6. Vendor is an independent contractor. Vendor is responsible to maintain his/her/its own general liability and property insurance and such other insurance which him/her/it deems necessary in the operation of its business and the sale of Merchandise at the Retail Center and use of the Real Property and should consult with Vendor's insurance professional to determine the types and amounts of such required insurance coverage.
7. Each party has participated in the drafting and preparation of this Agreement and, accordingly, no provision of this Agreement shall be construed against a party on the basis of that Party being the "drafter" of such provision.
8. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad a release and indemnification as possible under Maryland law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Maryland law.
9. This Agreement constitutes the entire understanding between the Parties and no other representation, promise, or agreement shall be binding upon the Parties unless set forth herein, nor shall any modification of this Agreement be binding upon the Parties unless it is in writing and executed by the Parties hereto.
10. This Agreement is binding upon the heirs, legatees, successors, and permitted assigns of the Parties, and inures to the benefit of the heirs, legatees, successors and permitted assigns of the Parties.
11. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, whose courts shall have the jurisdiction and venue to enforce the terms hereof. Any lawsuit or legal proceedings arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the Federal and State courts of Maryland. Any action or proceeding seeking to enforce any provision of or based on any right arising out of this Agreement in State court shall be brought against any of the parties in the Circuit Court for Cecil County, Maryland and each of the parties consents to the jurisdiction of such courts in such action or proceeding and waives any object to venue laid therein. THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING.
12. The Parties acknowledge that they have had the opportunity to seek and receive whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein. This Agreement shall be construed without regard to any statute or rule of law which requires construction against the party causing this Agreement to be drafted.
13. The effective date of this Agreement shall be the latest date of execution by any signatory hereof.

IN WITNESS THEREOF, the Parties have executed or caused this Release and Indemnity Agreement to be executed as of the effective date, intending to be bound thereby.

ATTEST:

\_\_\_\_\_

WITNESS

\_\_\_\_\_

Sonetta Community Market at Hunters, LLC

By: \_\_\_\_\_
John N. Thrappas, Authorized Member

VENDOR: \_\_\_\_\_

Printed Name: \_\_\_\_\_