

AGREEMENT

This Agreement is entered by _____ (“Vendor”).

WHEREAS, Vendor wishes to participate in an event to be held in the Town of Niskayuna, New York on or around May 18, 2019, known as “Niska-Day”; and

WHEREAS, Niska-Day is sponsored by the Niskayuna Community Action Program, Inc. (N-CAP), a local not-for-profit organization.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Vendor agrees as follows:

1. Vendor is at all times acting as an independent contractor, not an agent or employee of N-CAP, and shall be treated as such for all purposes, including but not limited to, federal and state taxation, withholding, unemployment insurance and workers’ compensation. Vendor shall have no authority to represent N-CAP as to any matters.

2. Vendor shall defend, indemnify and hold harmless N-CAP and its members from and against any or all loss, claims (including bodily injury and death), damages, penalties, fines, costs and expenses (including attorneys’ fees and litigation expenses) reasonably incurred or paid on account of any acts or omissions of the Vendor, its agents or employees.

VENDOR PRINTED NAME

VENDOR SIGNATURE

Date: _____

Please indicate what venue(s) you will be participating in

Parade

Games

Community Tent

Business Tent

Entertainment

Food Vendor

Craft Vendor