2013 Covington Days Festival Vendor Agreement

This Agreement is entered into this day, by and between the City of Covington (the "City"), a Washington municipal corporation, and the vendor listed on the opposite application page (the "Vendor"). In consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Services. The Vendor agrees to perform services under this Agreement primarily as a merchandise, services, or information vendor at the 2013 Covington Days Festival (the "Festival") between the hours of 9:00AM and 9:00PM July 20, 2013, and 10:00AM and 600PM July 21, 2013.

2. Independent Contractor. The Vendor is considered to be an independent contractor. The Vendor shall pay all income and other taxes due and are responsible for reporting the same. The Vendor will be solely responsible for its acts and for the acts of its agents, employees, or representatives during the performance of this Agreement.

3. Rules and Regulations. Vendor acknowledges and agrees to fully comply with the Covington Festival Rules and Regulations, incorporated herein by this reference, as amended by the City from time to time.

4. Indemnification. To the maximum extent permitted by law, the Vendor shall defend, indemnify, and hold harmless the City and all of its officials, employees, volunteers, principals, sponsors, and agents from, and shall process and defend at its sole expense, any and all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any errors, omissions, or negligent acts of the Vendor and its employees, agents, volunteers, or representatives in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. In the event either party incurs attorney's fees, costs, or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs, and expenses shall be recoverable by the prevailing party. The provisions of this section shall survive the expiration or termination of this Agreement.

5. Assignment and Subcontract. The Vendor shall not assign or transfer any interest in this Agreement or Sub-contract any portion of the Services contemplated hereunder.

6. Amendment. This Agreement may not be modified or amended except by writing signed by all parties hereto.

7. Governing Law / Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington and the venue for any cause of action arising out of this Agreement shall be King County, Washington.

8. Attorney's Fees. In the event of any default under this Agreement, the substantially defaulting party agrees to pay the substantially non-defaulting party's reasonable expenses which the latter incurs by reason thereof, including but not limited to reasonable attorney's fees, whether with respect to the investigation of such default or the determination of the application or the pursuit of remedies with respect thereto, or in legal proceedings, or otherwise. The term "legal proceedings" as used in this paragraph shall include all litigation, arbitration, administrative, bankruptcy, and judicial proceedings, including appeals therefrom.

9. Entire Agreement. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

10. Authority. The individual executing this Agreement on behalf of the Vendor represents and warrants that said individual is duly authorized to execute and deliver this Agreement on behalf of the Vendor.

My signature on the application page certifies that I have read, understand, and agree to comply with the terms of this Agreement.