

HOLD HARMLESS AND RELEASE AGREEMENT

THIS HOLD HARMLESS AND RELEASE AGREEMENT (this “**Agreement**”) is made effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the “**Effective Date**”), by \_\_\_\_\_ (“**Vendor**”) in favor of **Black Pages International**, a South Carolina nonprofit (the “**TASTE OF**” **BLACK COLUMBIA**), and **THOMAS MEDIA GROUP (TMG)** doing business as the **BLACK EXPO** and the **SOUTH CAROLINA BLACKPAGES**.

WHEREAS, Vendors intends to participate in one or more events at The Taste of Black Columbia Event ( the “**Event**”), which will include the preparation and provision of items of food and /or drink at the South Carolina State Museum without the assistance of Black Pages International , Thomas Media Group and any of its entities.

NOW THEREFORE, for and in consideration of the Black Pages International, TMG and the South Carolina Black Pages agreement not to object to Vendor’s participation in the Event and promises , covenants, indemnities and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendor agrees as follows:

1. To the fullest extent permitted under law, Vendor does hereby covenant and agree, without limitations, to indemnify, release and hold Black Pages International, TMG and South Carolina Black Pages, their members, officers, directors and representatives harmless, of, from, and against any and all claims, actions, damages, injuries, losses, liabilities and expenses (including penalties, taxes, attorneys’ fees and other professional fees), judgements, settlement payments, and fines of any nature whatsoever, whether actual or alleged, resulting from, or arising out of , or in any way connected with the Vendor’s participation and activities at or related to the Taste of Black Columbia ( the “**Event**”), including but not limited to, those resulting from or arising out of the Vendor’s preparation and provision of items of food and drink at the South Carolina State Museum in connection with the Taste of Black Columbia Event. Vendor’s obligations pursuant to this section shall survive indefinitely.
2. Vendor understands and acknowledges that Black Pages International, TMG and South Carolina Black Pages and all of its entities have no responsibility for the quality, preparation or storage of any food or beverages to be sampled or dispensed by Vendor in conjunction with the Event. Vendor must comply with all laws, rules, and regulations applicable to the purchase, storage, and preparation or dispensing of the food and beverage products in conjunction with the Event.
3. This Agreement is governed buy and shall be construed in accordance with the laws of the State of South Carolina, without regard to its choice of law provisions.

The undersigned Vendor has executed this Agreement as of the Effective Date.

Vendor Name: \_\_\_\_\_

By: \_\_\_\_\_ Print Name: \_\_\_\_\_

Its: \_\_\_\_\_