

**INDEMNIFICATION AGREEMENT**  
**CITRUS COUNTY, FLORIDA, A Political Subdivision of the State of Florida**  
**Walk of Arts Festival 2023 in partnership with**  
**Citrus County Parks & Recreation and Twistid Ink Initiative, Inc**

Vendor/Exhibitor of **Walk of Arts Festival 2023**, shall indemnify, save and hold harmless, Citrus County, Florida (**County**) and all its officers, agents, employees or volunteers from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent act of, or omission of, **Citrus County, Florida**, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement. Including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Vendor of **Walk of Arts Festival 2023**, nor any of its agents will be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of **Citrus County, Florida**, or any of its officers, agents, or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Vendor of **Walk of Arts Festival 2023**, shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Vendor of **Walk of Arts Festival 2023**, under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County. (Initial)\_\_\_\_\_

By signing below, Vendor of **Walk of Arts Festival 2023**, agrees to abide by terms of this Indemnification Agreement and the terms of the Floral Park Use Agreement entered into by Organizer and County for the use of the County's facilities.

**Date:** \_\_\_\_\_

**Vendor/Exhibitor Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_

**Title:** \_\_\_\_\_