

HOLD HARMLESS AGREEMENT

The undersigned _____ in connection with the art show from October 17, 2009 through October 18, 2009 organized by Lynette Wallace Productions will indemnify, protect, defend and hold harmless Lynette Wallace Productions and The City of Georgetown, subsidiaries and affiliates, and their respective employees, officers, members, partners, and directors, ("Indemnified Parties") from and against any and all claims, damage, actions, or liabilities and expenses, including, without limitation, of weather damage or cancellation due to weather, reasonable attorneys' fees and court costs arising from or in connection with the acts or omissions of the undersigned, its officers, agents, partners, affiliates, contractors, or employees (collectively "Undersigned Parties") in connection with the Agreement and/or the presence of Undersigned Parties at the Georgetown Square. The undersigned waives any claim against any and all of the Indemnified Parties for any bodily or personal injury or death to any Undersigned Parties or loss of, or damage to, the undersigned's property while at the Square.

The undersigned certifies that they are the artist who creates the work they sell and are not an artist representative or wholesaler. The undersigned understands all booths will be visited by the viewing committee at intervals throughout the festival to ensure that all exhibitors comply with all festival rules. The undersigned further agrees to abide by all regulations outlined in this agreement, the load-in and load-out instructions, security procedures, or any rules promulgated by The City of Georgetown or Lynette Wallace Productions LLC. The undersigned acknowledges that failure to abide by regulations and repeated non-compliance will result in expulsion and ineligibility for judging, awards, and participation in future festivals. Expulsion of a participant from the festival is without the necessity of any written notice and without legal resources or right to rebate any portion of the fees paid. The undersigned further waives any and all rights without limitation on liability for the use of the festival space and service described in printed materials. The undersigned grants permission to Lynette Wallace Productions LLC and City of Georgetown to reprint an image for promotional use for City of Georgetown and/or Lynette Wallace Productions. This includes the use in press releases, print, television, and the festival web site. In printed use, the undersigned will be acknowledged with credit.

Name: _____

By: _____

Date: _____