



Agreement Regarding Insurance and Indemnity/Hold-Harmless

This Agreement Regarding Insurance and Indemnity/Hold-Harmless ("Agreement") is dated this ____ day of _____, 20__ by and between The Prosser Wine Network, Gamache Vintners, LLC, Dearborn, LLC, Port of Benton, and the undersigned ("User"). In consideration for use of Gamache Vintners, LLC, Port of Benton, Dearborn, LLC's land or facilities, User hereby agrees to the following terms and conditions:

In connection with the use of Gamache Vintners, LLC, Port of Benton, and Dearborn, LLC's land or facilities, User shall provide a Certificate of Insurance in the form attached hereto, evidencing the insurance coverage required by Gamache Vintners, LLC, Port of Benton and Dearborn, LLC under this Agreement. The following language shall be included as part of a required endorsement to the Certificate of Insurance and be provided for each of the following FOUR entities: "The Prosser Wine Network, Gamache Vintners, LLC, Port of Benton, and Dearborn, LLC are named as Additional Insured and be primary coverage for both Defense and Indemnity and Non-Contributory".

MEMBER VENDORS. General Liability Limits - \$1,000,000 Per occurrence/\$2,000,000 aggregate
Liquor Liability Limits - \$1,000,000 Per occurrence/\$2,000,000 aggregate
Employer's Liability - \$1,000,000 Each Accident -\$1,000,000
Each Employee \$1,000,000 Policy Limit
Auto Liability Limits - \$1,000,000 Combined Single Limit

FOOD VENDORS. General Liability Limits - \$1,000,000 Per occurrence/\$2,000,000 aggregate
Employer's Liability - \$1,000,000 Each Accident -\$1,000,000
Each Employee \$1,000,000 Policy Limit
No Food borne illness Exclusions
Auto Liability Limits - \$1,000,000 Combined Single Limit

Please note: The insurance limits of liability required for the insurance certificate are minimum required limits only and do not relieve User of its financial obligations and does not limit the User's liability requirements under this Agreement. User further agrees to defend, indemnify, and hold harmless The Prosser Wine Network, Gamache Vintners, LLC, and Dearborn, LLC against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees, arising out of or caused in whole or in part by User, its employees, agents, contractors, invitees, guests, or others within the control of User while using the facilities, walkways, parking, grounds or event space. Such obligation to indemnify on the part of User shall not extend to the sole negligence of The Prosser Wine Network, Gamache Vintners, LLC, and Dearborn, LLC or its indemnities.

This document does not infer any rights or obligations on the parties others than what has been agreed to within this document.

Name of Company, Group, or Individual: _____

Signature (President, Vice-President or General Manager): _____ Date: _____

Title: _____