

## **Vendor Agreement Incorporating a Release, Waiver of Liability, and Indemnity Agreement**

This vendor agreement is between the **insert YMCA's name** and **insert vendor's name**, hereinafter respectively called the YMCA and the vendor. The agreement provides for **insert purpose of agreement, services/goods to be provided, etc** according to the attached schedule for **insert beginning and duration of agreement**, at **insert total cost, rate per time period, etc**.

IN CONSIDERATION of being permitted to perform and/or provide the services and/or goods specified above for and/or to the YMCA, and FOR RECEIPT of the above cited fees, the vendor, for itself and all its employees, agents, representatives, and assignees, agrees and represents that it has or will inspect and carefully evaluate such premises. It is further warranted that performing and/or providing the services and/or goods specified constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully evaluated and that the vendor finds and accepts same as being safe and reasonably suited for the purpose this contract.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT THE VENDOR HEREBY AGREES TO THE FOLLOWING:

1. THE VENDOR HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the vendor, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death of the vendor, its employees, agents, or representatives, **whether caused by the negligence of the releasees or otherwise** while the vendor or its employees, clients, agents, or representatives are in, upon, or about the premises performing duties related to this agreement.
2. THE VENDOR HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur arising from the vendor's operations at the YMCA premises **regardless of whether such harm is caused by the sole or partial fault of the releasees**.
3. THE VENDOR HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from the vendor's operations at the YMCA premises **regardless of whether such harm is due to the sole or partial fault of the releasees**,

THE VENDOR further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law

of the State of **insert appropriate state name** and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- (a) The vendor shall not violate any city, county, or state law in or about the said premises.
- (b) The vendor shall not assign this agreement without written consent of the YMCA.
- (c) The vendor shall provide certificates of workers' compensation insurance and of general liability and automobile liability insurance with limits of \$1,000,000 that are updated annually and provide notice of cancellation.
- (d) The vendor shall name the YMCA as an additional insured on its general liability policy with annual verification and notice of cancellation. **(this clause may be deleted if inapplicable)**
- (e) **Insert as many other mutually agreed conditions or stipulations as are necessary**
- (f) **The vendor is responsible for determining the condition and appropriateness of equipment used by its clients, notifying the YMCA if the equipment is unsatisfactory in any manner, and preventing the use of unsatisfactory equipment by its clients.**
- (g) Any vendor who has access to a YMCA facility recognizes that their entity is responsible for abiding by the YMCA's code of conduct, mandated reporter requirements, and must have passed a background check to enter any facility.
- (h) This agreement may be terminated at any time by either party by giving the other party thirty (30) days prior written notice.
- (i) This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that that party drafted the language in question.

THE VENDOR HAS READ AND VOLUNTARILY SIGNS THE VENDOR AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

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**insert signer's name**  
**insert signer's title**  
date signed \_\_\_\_\_

**insert YMCA's name**

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**insert signer's name**  
**insert signer's title**  
date signed \_\_\_\_\_

**insert vendor's name**