



ALL PARTICIPANTS MUST FILL OUT APPLICATION BELOW

Fax to: 570-342-4293, email: grillfest@gerrity.com,

mail to: Gerrity's Ace Hardware Corporate Office

950 N. South Road, Scranton, PA 18504,

or register online at grillfest.org

**RESPOND BY FRIDAY, JUNE 28 TO RESERVE YOUR SPACE.**

For questions, or other details, visit grillfest.org,  
email us at grillfest@gerrity.com or call 570-342-4144 ext 0



## AGREEMENT

This Agreement dated \_\_\_\_\_, 2024 between Gerrity's ACE LLC (Gerrity's) and

(the Participant)\_\_\_\_\_

Address \_\_\_\_\_ Website \_\_\_\_\_

Contact Name \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_

Item to be sampled (if known)\_\_\_\_\_

WHEREAS, Gerrity's is sponsoring a fundraiser for The Children's Miracle Network at Geisinger (the Event);

WHEREAS, the Event to be held at the Keyser Oak Shopping Center on July 14, 2024 will consist of local restaurants offering meals to the public upon the purchase of an Event ticket as selected by individual customers; and

WHEREAS, the Participant has expressed its desire to be a part of the Event.

NOW THEREFORE, Gerrity's and the Participant hereby agree to:

- Participant's Obligations. Participant agrees to provide prepared food samples at the Event. Participant will be responsible for:
  - all equipment needed to prepare and hold the food;
  - all employees needed to prepare and serve its food;
  - any prep tables; and
  - clean-up of its area
- Gerrity's Obligations. Gerrity's will be responsible for:
  - promoting the Event;
  - the sale of tickets for the Event;
  - the tent enclosure for Participant's space at the Event;
  - one six-foot table with tablecloth;
  - restroom facilities;
  - parking and traffic control;
  - trash cans; and
  - all containers, napkins and utensils.
- Ticket Proceeds. Participant acknowledges that net proceeds for sale of tickets from the fundraiser will be donated to The Children's Miracle Network at Geisinger and that Participant shall not receive any compensation.
- Participant's Indemnification to Gerrity's. The Participant agrees that it will indemnify, defend and hold harmless Gerrity's and its officers, employees, agents, lessors, workmen, servants and authorized representatives (collectively the Indemnified Parties), from and against any and all liability, suits, claims, liens, mechanics liens, losses, injuries, costs, expenses, losses and damages (actual, punitive, consequential, special and incidental), including, but not limited to, investigative costs, professional fees, judgments, fines, penalties, and attorney's fees, costs and disbursements, suffered or incurred by the Indemnified Parties (collectively, the Liabilities), arising out of:
  - any failure by the Participant to comply with any statutes, ordinances, regulations, or orders of any governmental authority in the preparation and serving of the meals; and
  - injuries, including wrongful death, to any individual (including, but not limited to, employees of the Participant) arising out of any act or omission of the Participant (or its respective agents, visitors, contractors, servants or employees or any other person whatsoever) attributable to the provision of meals at the Event (but excluding claims or suits which are the result of the sole gross negligence or the intentional act of Gerrity's).
- Gerrity's Indemnification to Participant. Gerrity's agrees that it will indemnify, defend and hold harmless the Participant and its officers, employees, agents, lessors, workmen, servants and authorized representatives (collectively the Indemnified Parties), from and against any and all liability, suits, claims, liens, mechanics liens, losses, injuries, costs, expenses, losses and damages (actual, punitive, consequential, special and incidental), including, but not limited to, investigative costs, professional fees, judgments, fines, penalties, and attorney's fees, costs and disbursements, suffered or incurred by the Indemnified Parties (collectively, the Liabilities), arising out of:
  - any failure by Gerrity's to comply with any statutes, ordinances, regulations or orders of any governmental authority pertaining to the sponsorship of the Event; and
  - injuries, including wrongful death, to any individual (including, but not limited to, employees of Gerrity's) arising out of any act or omission of Gerrity's (or its respective agents, visitors, contractors, servants or employees or any other person whatsoever) attributable to the Event (but excluding claims or suits which are the result of the sole gross negligence or the intentional act of the Participant or the preparation or the provision of the meals by the Participant).
- Insurance. In furtherance, but not in modification of Sections 4 and 5 of this Agreement, each party shall maintain commercial general liability insurance in the amount of not less than \$2,000,000 for each occurrence, umbrella coverage of \$2,000,000 and worker's compensation insurance, to protect the other from claims for damages because of bodily injury, including death, to its respective employees and all others, and from claims for damages to property, including reasonable legal fees, which arise out of or result from the Event.
- Independent Contractor. Gerrity's and the Participant are each independent contractors and this agreement shall not be construed as creating a partnership or agency relationship between the parties nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.
- Governing Law. This agreement shall be subject to and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions.

\_\_\_\_\_  
Gerrity's Super Market, Inc.

\_\_\_\_\_  
(PRINT PARTICIPANT NAME)

\_\_\_\_\_  
(PARTICIPANT SIGNATURE)