## VENDOR INDEMNITY AGREEMENT

This Indemnity Agreement (this "Agreement	") is made and entered into this
day of, 2013 (the "Effective Date"),	by,
("Vendor"), for and on behalf of ARAMARK SPO	RTS AND ENTERTAINMENT SERVICES,
LLC, a Delaware limited liability company, having	g its principal place of business at ARAMARK
Tower, 1101 Market Street, Philadelphia, PA 19107	("ARAMARK").

**WHEREAS**, ARAMARK holds the exclusive rights to provide food and beverage services at the public event facility known as the Times Union Center, located in Albany, New York (the "Facility");

WHEREAS, the Facility is owned and operated by the County of Albany ("Owner");

**WHEREAS**, Owner is holding the "Albany County Buy Local" event at the Facility on November 3, 2013 (the "Event") and Owner has engaged Vendor to provide certain food services (excluding alcoholic and non-alcoholic beverages) at the Event;

WHEREAS, ARAMARK has consented to waiving its exclusive right to provide food services (excluding alcoholic and non-alcoholic beverages) at the Facility, solely to the extent required to permit Owner and/or any person or entity acting by or through Owner, including Vendor and/or other subcontractors, licensees, agents and/or representatives, to provide food services (excluding alcoholic and non-alcoholic beverages) to the Event (but only to the Event), subject to the terms and conditions set forth herein;

**WHEREAS**, Vendor has agreed to indemnify ARAMARK with respect to certain liability, loss or injury arising out of or in connection with the activities of Vendor and/or any person or entity acting by or through Vendor, including its subcontractors, licensees, agents and/or representatives, at the Facility, all as more particularly set forth herein;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the terms and conditions set forth below, the parties agree as follows:

- 1. **Recitals.** The recitals set forth above are hereby incorporated by reference as if set forth in their entirety herein.
- 2. <u>Indemnity</u>. Vendor hereby agrees to indemnify, defend (with counsel acceptable to ARAMARK) and hold harmless ARAMARK, Owner, and SMG/SAVOR and each of their respective subsidiaries and affiliates, and their respective employees, agents, officers, directors, successors and assigns from and against any and all liabilities, damages, losses, claims, suits, judgments, fines, costs and expenses (including, without limitation, attorneys' fees and expenses incurred by such indemnified parties), injury or illness to, or death of, any person, or damage to, or destruction of, any property, including, without limitation, ARAMARK's equipment, arising out of or relating in any way to (i) Vendor's breach of its obligations set forth herein, (ii) Vendor's (or any

person or entity within Vendor's control) service and/or provision of food services to the Event, or (iii) any other act or omission of Vendor (or any person or entity within Vendor's control) or of any other person or entity as a result of, or in response to, an act or omission of Vendor.

- 3. **Food Service.** Vendor shall comply, and shall ensure that any person or entity acting by or through Vendor (including its subcontractors, licensees, agents and/or representatives) comply, with all applicable laws and regulations with respect to its handling and service of food and beverages at the Event, including, without limitation, obtaining all permits and licenses required in connection with the service of food at the Event.
- 4. <u>Alcoholic Beverages</u>. Vendor and any person or entity acting by or through Vendor, including its subcontractors, licensees, agents and/or representatives, shall not sell, serve, provide or dispense alcoholic beverages at or to the Event.
- 5. <u>Severability</u>. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 6. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument. This Agreement, to the extent signed and delivered by means of a facsimile machine, shall be treated in all manners and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original executed version thereof delivered in person.
- 7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles regarding conflicts of laws.
- 8. **Successors and Assigns.** This Agreement shall bind Vendor and its successors and assigns, and shall inure to the benefit of ARAMARK and its successors and assigns.

IN WITNESS WHEREOF, Vendor has executed this Agreement on the date first set forth above.

<b>VENDOR:</b>		
By:		
Name:		
Title:		