COASTAL PACIFIC, LLC

WEEK-TO-WEEK RENTAL AND IDEMNITY **AGREEMENT**
WAIVER & RELEASE OF ALL LIABILITY

14th Annual Celebration of the Whales
Channel Islands Harbor, Oxnard
Sunday, March 21, 2010 10:00 am to 5:00 pm

Note: Incomplete forms will not be accepted.

1. Name of Group/Business/Farm: _____

2. Address:_____
City:_____State:_____Zip_____

3. Day Phone: _____Evening Phone: _____
Pager/Cell: _____ E-Mail: _____

4. Describe complete description of products sold or activity:
_____
_____
_____

5. List **all** valid in Ventura County certifications, health permits, seller's permits and licenses you have with their numbers and when the renewal dates are:
_____
_____
_ _____

The undersigned acknowledges receipt of the fees, rules and regulations outlined by Coastal Pacific, LLC Markets, and agrees that she/he will comply with the fees/rules/regulations and will conduct business in a professional manner. Non-compliance and/or not adhering to any governmental laws will result in termination and removal of the activity from the Markets. The undersigned further certifies that she/he is the responsible person and that she/he is authorized to:

1) Execute on behalf of the group/business/farm.
2) Accept legal process on behalf of the group.

By voluntarily signing this agreement, the undersigned does hereby release and forever discharge and further agrees to defend, pay, indemnify, save free and hold harmless the Coastal Pacific, LLC, Farmer's Markets of Channel Islands Harbor Inc., Mark Rochin, FMOCIH, County of Ventura, City of Oxnard, the Marine Emporium Landing and their affiliates, officers, directors, representatives, assigns any of its employees and agents of said entities from and against any and all demands, causes of action, suits, fines, orders, proceedings, judgments, costs and expenses, claims for damage of any nature whatsoever including, but not limited to, death, personal injury, property damage, theft or other loss, cost and expenditures, including attorney's fees and cost of defense, arising from, by reason of use, affiliation or connected to, directly or indirectly, by the group/business/farm or its agents, employees, subcontractors or consultants; operations or services which may occur before, during or after the Coastal Pacific, LLC Markets.

The group/business/farm must maintain and will agree to provide at its own expense insurance as set forth below. Said insurance shall be primary to, and not in conflict with, any other insurance maintained by the above mentioned "hold harmless". This insurance shall include, but not limited to, Comprehensive General Liability endorsed for premises/operations, contractual board form, property damage and personal injury with a single limit of not less than $1,000,000 per occurrence. The minimum limits of, not in force, or not acquired any insurance coverage required to be carried by group/business/farm shall not limit group/business/farm's liability under the indemnity and release provisions herein for any uninsured losses or costs incurred by group/business/farm. Coastal Pacific, LLC Markets does not provide liability insurance for sellers or group/business/farm. Coastal Pacific, LLC requires that all music performed during the Markets entertainment be original or music that is public domain. Coastal Pacific, LLC has the right to change the space availability, locations of vendors, and products allowed to be sold with a seven-day notice. The undersigned shall pay to the designated Coastal Pacific, LLC manager a space fee that is determined solely by Coastal Pacific's, LLC owner for each market, on each market day at the scheduled time or on the day a prior arrangement has been made solely with Coastal Pacific, LLC. <u>The space fee is not refundable for any reason.</u>

If accepted, the group/business/farm rental location is at Coastal Pacific, LLC Channel Islands Harbor Market for the date of Mach 15, 2010. This tenancy for any or no reason may be terminated by landlord or the undersigned and may be modified by landlord, by giving seven-day notice to the other. I have read and fully understand this document, including the fact that I am releasing and waiving certain rights held by me and the group/business/farm and voluntarily and freely agree to the terms and conditions set forth:

_____ _____ _____
Date Signature Please print name

Please return to:

Coastal Pacific, LLC
209 South Santa Cruz Street Ventura, CA 93001
Fax: (805) 643-6458 Tel: (805) 643-6458
e-mail: pacific209@hotmail.com