INDEMNITY AGREEMENT

This Indemnity Agreement ("Agreement") is entered into as of ____________ ("Effective Date"), by and between Grower-Shipper Vegetable Association of Central California, a California non-profit corporation ("Indemnitee") and ____________ ("Indemnitor"). Indemnitee and Indemnitor may be referred to herein individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

1. Recitals.

1.1 Indemnitee has obtained Encroachment Permit 22EP0444 ("Permit") from Monterey County ("County") which allows encroachment on County rights of way for weed abatement ("Abatement Activities"). A copy of the Permit will be furnished after the Agreement is completed and returned to Indemnitee.

1.2 The Permit allows Indemnitee to designate third parties to perform the activities described therein.

1.3 Indemnitee desires to designate Indemnitor to perform the activities described in the Permit, and Indemnitor desires to perform such activities, on the terms and conditions of this Agreement.

2. Procedure to Request Abatement Activities. Indemnitor shall request to conduct Abatement Activities pursuant to the procedure provided on Exhibit A.

3. Indemnification. Indemnitor shall indemnify, defend and hold harmless Indemnitee against, and with respect to, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest and penalties, and reasonable attorney fees that Indemnitee shall incur or suffer, which arise, result from, or relate in any way to Indemnitor performing any Abatement Activities pursuant to the Permit.

3. No Conditions to Indemnity. The indemnity provided under Section 3 is absolute, unconditional and continuing.

4. Continuing Indemnity. This Agreement shall continue until the Permit terminates.

5. Attorney Fees. Should suit be instituted to enforce or interpret the provisions of this Agreement, the prevailing Party in such litigation shall recover from the nonprevailing Party a reasonable sum to be fixed by the court for and on account of its attorney fees and costs incurred as a result of such litigation.

6. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

[Signatures Appear on Following Page]
INDEMNITEE

GROWER-SHIPPER VEGETABLE ASSOCIATION OF CENTRAL CALIFORNIA
A California corporation

Christopher Valadez, President

INDEMNITOR
The County of Monterey recently adopted an urgency ordinance authorizing a temporary encroachment permit (permit) to Grower-Shipper to eradicate weeds on County rights-of-way, namely along County roads, as a new tool to protect against the spread of INSV.

**How this Works:**

- **(1A):** A farm, licensed pest control advisor, or contracted licensed advisor (inc. pest control business) must complete and return this use 'agreement' and request a unique copy of the permit from Grower-Shipper, by email: joann@growershipper.com. The agreement must be completed and returned to joann@growershipper.com after which a copy of the permit will be issued.

- If a farm intends to conduct weed abatement in a County right-of-way adjacent to their farm property, they must contact the Monterey County Ag Commissioner's Office to add adjacent, off-farm areas to their permit and subsequently follow pesticide use reporting requirements.

**OR:**

- **(1B):** If you intend to eradicate weeds in areas either adjacent to a farm, in a County right-of-way (along a County road), or areas not adjacent to a farm but are in a County right-of-way along a County road, the farm, licensed pest control advisor, or contracted advisor (inc. pest control business) must complete and return this use 'agreement' and request BOTH a unique copy of the permit and a copy of Grower-Shipper's Operator ID documentation, by email: joann@growershipper.com. The agreement must be completed and returned, after which a copy of the permit and Operator ID information will be issued. Here, instead of performing the abatement under a farm's permit, the abatement would be conducted under Grower-Shipper's Operator ID. You are responsible for pesticide use reporting under this Operator ID.

Once you have a completed use agreement, a unique permit copy, and Grower-Shipper's Operator ID documentation (if applicable), you may proceed by giving a minimum 48-hour advance notice or Notice of Intent, indicating the anticipated date, time, and location of where the abatement will be conducted. Please include your permit copy with your advance notice in an email to Encroachment@co.monterey.ca.us, copying/cc: joann@growershipper.com.
If you have a question about whether a certain area is in fact along a County maintained road, visit maps.co.monterey.ca.us/wab/parcelreportwebapp/ to identify the area in question and to find if it is a County 'maintained' road.

To discuss this further, contact chris@growershipper.com.