CONTINUING INDEMNITY AGREEMENT (NON-FOOD PRODUCTS & SERVICES)

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To indemnify and hold Publix harmless from any loss, liability, claim or lawsuit arising from any injury or damage resulting from the condition of any product, service or item supplied to Publix by us, except to the extent that the condition was created solely by the negligence of Publix.

To indemnify and hold Publix harmless from any loss, liability, claim or lawsuit arising from a failure of the products or services to be in compliance with all international, federal, state and local laws, rules and regulations applicable to such products or services or applicable to the sale, shipment or delivery of such products or services.

To indemnify and hold Publix harmless from any loss, liability, claim or lawsuit arising from any product or advertisements, labels, configurations, point of purchase displays, and other items supplied to Publix by us, except to the extent provided or modified by Publix that implicates or infringes upon a copyright, slogan, trademark, trade dress, patent, right of privacy, right of publicity, name, likeness, or any other potential intellectual property right, including but not limited to rights arising under common law and statutory unfair competition laws.

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For purposes of this agreement, the term "Publix" includes any affiliates and any agents, servants, and employees of Publix and any of its affiliates.

Our indemnity obligations as defined above extend to reasonable expenses for any investigation, litigation and/or settlement of any complaint, claim or legal action. Publix agrees to give prompt written notice of any such complaints, claims, or legal actions and to cooperate in the defense of such complaints, claims and legal actions. The obligation to defend Publix stated herein is hereby deemed a separate and distinct obligation, fully severable from any other duty stated herein.

Our duty to indemnify Publix under this agreement attaches to all products, services or items supplied to Publix by us and will not terminate with the termination of this agreement.

We agree to include Publix as additional insured under our Commercial General Liability policy with respect to liability due to injury or damage arising out of the purchase, rental, use, or sale by Publix of any product or service provided by us.

Company Name: _____

By:

an authorized representative

Name:

Title:

Date:

Please attach your Vendor Certificate of Insurance

Proprietary and Confidential Publix Super Markets, Inc. Page 1 of 1 Continuing Indemnity Agreement (Non-Food Products & Services) Form Date :01/17/12 CC0431