



**PACIFIC COAST  
PRODUCERS**

**HOLD HARMLESS AGREEMENT  
AND  
GUARANTY/WARRANTY OF PRODUCT**

Pacific Food Distributors  
12300 SE Carpenter Drive  
Clackamas OR 97015

The undersigned person or entity (“Seller”), for value received, hereby represents and agrees as follows:

1. The articles contained in any shipment or delivery made by Seller, its subsidiaries or divisions (a “Product”) made to or on the order of Pacific Food Distributors, its subsidiaries, affiliates or divisions (collectively referred to as “Buyer”) is hereby guaranteed, as of the date of such shipment or delivery, (a) to not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the “Act”), (b) to not be an article which cannot be introduced into interstate commerce under the provisions of Sections 404 and 505 of the Act, and (c) to be in compliance with all applicable federal, state and local laws.

2. Seller agrees to defend, indemnify and hold harmless Buyer and its employees, officers, directors and customers (individually, an “indemnities”) from all actions, suits, claims and proceedings (“Claims”), and any judgments, damages, fines, costs and expenses (including reasonable attorneys’ fees) resulting therefrom:

a. brought or commenced by federal, state or local governmental authorities against any indemnity alleging that any Product sold by Seller to or on the order of Buyer did not, as of the date of delivery, meet the guaranty set forth in Paragraph 1:

b. brought or commenced by any person or entity against any Indemnity for the recovery of damages for the injury, illness and/or death of any person or damage to property arising out of or alleged to have arisen out of (a) the delivery, sale, resale, labeling, use or consumption of any Product, or (b) the negligent acts or omissions of Seller, provided, however, that Seller’s indemnification obligations hereunder shall not apply to the extent that Claims are caused by the negligence of Buyer.

Indemnities shall notify Seller promptly of the service of process or the receipt of actual notice of any claim.

3. Seller agrees to maintain in effect Insurance coverage with reputable insurance companies covering workers' compensation and employers' liability, automobile liability, commercial general liability, including product liability and excess liability, all with such limits as are sufficient in Buyer's reasonable judgment, to protect Seller and Buyer from the liabilities insured against by such coverages. Seller's insurance described herein shall be primary. Seller shall furnish a certificate evidencing the obligation of its insurance carriers not to cancel or materially amend such policies without thirty (30) days prior written notice to Buyer. In addition, Buyer shall be named as an additional insured using Form CG 20 26-Designated Person or Organization Endorsement with respect to the commercial general liability policy including products liability. Automobile liability and excess/umbrella liability coverages will also name Buyer as an additional insured. All policies shall provide waivers of subrogation in favor of Buyer.

4. This Guaranty and Agreement is continuing and shall be in full force and effect and shall be binding upon Seller with respect to each and every Product shipped or delivered to buyer by the Seller before the receipt of the Buyer of written notice of revocation thereof.

Dated this 6th day of January, 2020.

Pacific Coast Producers

*Jed Kentopoulos JR*  
Signature of Authorized Official

631 N. Cluff Avenue

Lodi, CA 95241