

Summer Fest 2008 and 350th Anniversary Celebration

SCARBOROUGH COMMUNITY SERVICES
350TH ANNIVERSARY COMMITTEE

P.O. Box 370
Scarborough, ME 04070-0370

(207) 838-2859 (Event Planner) (207) 730-4150 Fax: 730-4165

Vendor Application

Saturday, July 12: 12:00 noon to 9:00 p.m.

Sunday, July 13: 12:00 noon to 6:00 p.m.

Applications accepted:

Scarborough Non-Profits: April 1
Scarborough For-Profits: April 8
Commercial Vendors: April 15

Instructions/Procedures: *Please Note: This is a two-day event in conjunction with the 350th Celebration. All booths must be manned for the entire two days.*

- **Complete Application Packets must include:** Fee, completed application form, signed and completed *Release and Indemnification Agreement*, and liability insurance (if applicable).
- **Fees:** Fee must accompany this completed application.
Scarborough Non-Profit Organizations: \$100; Scarborough For-Profit Organizations: \$200; Non-Scarborough Commercial Vendors: \$500.
- **Insurance:** For those parties with insurance, a certificate of insurance for at least \$400,000 must be attached to this application naming the *Town of Scarborough* as an additional insured party for the event dates.
- **Booths:** Approximate space is 10' x 20' -- 60 booth spaces are available for this event. Booths must be in operation and manned for both days of this special SummerFest event. Scarborough non-profits will be in a separate area and announced as such, the Scarborough for-profits will be in another area, and all other businesses in a third area.
- **Parking:** Each vendor will be entitled to one designated parking spot. A pass will be given to the vendor upon arrival at the Clifford Mitchell Sports Complex (by the tennis courts) and will be directed to the appropriate parking spot.
- All applications must be approved, and the signed/approved application must accompany vendor on the days of SummerFest.
- There will be a walk-through prior to the start of SummerFest to be sure vendors are selling what was approved. (We may ask that all unapproved items be removed before the event begins.)
- The following items not allowed include (but are not limited to): Pull-tab tickets, stink bombs, marshmallow shooters, plastic swords, silly string, aerosol cans, pen knives.
- All vehicles must be off the SummerFest Field by 9:30 a.m. on Saturday and by 10:30 a.m. on Sunday. These times will be strictly enforced.

Applicant Information:

| | | | |
|----------------------------|------------------------------|------------------------------|-----------------------------|
| | Scarborough Non-Profit___ | Scarborough For Profit___ | Commercial For Profit___ |
| _____ Name of Applicant | _____ Organization Name | | |
| _____ Street Address | _____ Town | _____ State | _____ Zip Code |
| _____ Home Telephone | _____ Work Telephone | _____ Cell Phone | |
| _____ E-Mail Address | _____ Fax | | |

SummerFest Information:

Electricity Required: (Please circle) Yes No

Booth Offerings (Please list all items here; use separate sheet if necessary)

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Signature Required:

I understand all terms of this agreement as above. I also understand that I must have a copy of this signed *Application* with me at SummerFest with all conditions met.

| | |
|--------------------|---------------|
| _____ Applicant | _____ Date |
|--------------------|---------------|

For Staff Use Only:

Amount Paid: \$ _____ (Please circle) Cash Credit Check # _____ Date of Receipt of Packet: _____

Extra Stipulations/Notes _____

Attachments Complete: (Please check) _____ Fee _____ Form _____ Contract _____ Insurance Certificate (if applicable)

Approval Signatures:

| | | |
|---------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------|
| _____ 1: 350 th Event Planner | _____ 2: Scarborough Purchasing Agent (Insurance/Indemnification Agreement) | _____ 3: Community Services Director |
|---------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------|

| | | |
|----------------------------------|------------------------------------|------------------------------------|
| _____ Date Approved by Clancy | _____ Date Approved by Matherne | _____ Date Approved by Gullifer |
|----------------------------------|------------------------------------|------------------------------------|

Date returned to applicant _____ Mailed _____ In person _____



Fireworks start at 9:15 pm on Saturday, July 12



**RELEASE AND INDEMNIFICATION AGREEMENT
FOR PARTICIPATION IN THE SCARBOROUGH 350TH CELEBRATION**

I, _____, in my capacity as _____ of _____, an organization located in _____, _____, and being duly authorized by said organization to sign on its behalf, in consideration of the Town of Scarborough, Maine (hereinafter the "Town"), allowing my organization to participate in the Scarborough 350th Celebration Event (hereinafter "the Event"), and in recognition of the risks, inherent and otherwise, of injury, damage or death in engaging in the same, which risks my organization duly acknowledges and freely and solely assumes for itself and its successors, assigns and legal representatives (collectively, hereinafter "the Releasor"), hereby assume full responsibility for and waive, discharge and forever release the Town and its officers, officials, agents and employees in their official and individual capacities from any and all claims, demands, damages, suits, actions, causes of action, judgments, expenses and costs whatsoever, including but not limited to attorneys' fees and costs, for any and all personal injury, including death, and property damage arising out of or related to my organization's participation in the Event, including all acts of negligence of the Town and its officers, officials, agents and employees in their official and individual capacities, or otherwise.

Releasor further agrees to defend, indemnify and hold harmless the Town and its officers, officials, agents and employees in their official and individual capacities against any and all claims, demands, damages, suits, actions, causes of action, judgments, expenses and costs whatsoever, including but not limited to attorneys' fees and costs, for any and all personal injury, including death, and property damage arising out of or related to Releasor's participation in the Event, including all acts of negligence of the Town and its officers, officials, agents and employees in their official and individual capacities, or otherwise.

Releasor agrees to abide by the Town's rules for the Event, including:

Releasor agrees to provide to the Town prior to the Event an insurance policy insuring at least the substantive areas of liability and monetary limits of the Maine Tort Claims Act and naming the Town as an additional insured.

I HAVE READ AND FREELY EXECUTE THIS "RELEASE AND INDEMNIFICATION AGREEMENT FOR PARTICIPATION IN THE SCARBOROUGH 350TH CELEBRATION," FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE A RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.

Witness:

Releasor:

Name of Organization

Print Name

By: _____

Signature

Print Name/Title

Date: _____

Date: _____