

# Scarborough Farmers' Market Application

\_\_\_ Day vendor    \_\_\_ New vendor    \_\_\_ Returning F/T vendor

## Instructions/procedures:

- **Complete Application Packets must include:** 1) This application form; 2) Signed and completed Release and Indemnification Agreement (2<sup>nd</sup> page); 3) Copy of Liability Insurance.
- **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.
- **Time/Location:** Approximate Farmers' Market vendor space is 20' x 20'. Markets run every Sunday, June thru October from 9:00am until 1:00pm. The Market will be held in the parking lot in front of the Scarborough Town Hall bldg. along Route 1.
- **Parking:** Each Farmers' Market vendor will be entitled to at least one designated parking spot.
- Set-up: may begin at 8:00am
- **Completion:** Your Farmers' Market vendor space must be vacated and cleaned up by 3:00pm on the day of each market.
- **Electricity:** There will be no electricity available to the Farmers' Market vendors.
- **Fee:** The market seasonal fee will be TBD at the annual meeting along with due date for both New & Existing members.

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## Applicant Information

Name

Date

Business Name

Address

City/Town

State

Zip

Email

Website

Home Phone

Cell/Work Phone

Vendor Description

Product Description

I, \_\_\_\_\_ have read the stated Scarborough Farmers' Market Rules and agree to them in their entirety.

Applicant Signature

Date

**RELEASE AND INDEMNIFICATION AGREEMENT FOR PARTICIPATION IN THE  
SCARBOROUGH FARMERS' MARKET**

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 Farmers' Market (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 FARMERS' MARKET," 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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/ Title

\_\_\_\_\_  
Date

\_\_\_\_\_