



SUMMERFEST FOOD TRUCK VENDOR APPLICATION 2023

FRIDAY, AUGUST 18

5:00 TO 10:00 PM

SCARBOROUGH HIGH SCHOOL SPORTS COMPLEX

Instructions/Procedures

Please complete ALL sections of this application.

Complete application packets must include the following:

- ☐ Completed Summerfest Food Vendor Application
- ☐ Completed *Release and Indemnification Agreement*
- ☐ Certificate of Liability Insurance
- ☐ Copy of ServSafe Certification
- ☐ Copy of State of Maine Food Vendor License
- ☐ Vendor Fee: \$150

All applications are due **no later than Friday, July 7**. Applications may be completed and mailed to P.O. Box 360, Scarborough, ME 04070, dropped off at 418 Payne Road in Scarborough, or emailed to comserv@scarboroughmaine.org with a follow-up call for the payment (if applicable).

- **Insurance:** Insurance is required for all food and drink offerings, as well as some activities with perceived liability. Parties must attach a certificate of insurance for at least \$400,000 to this application naming the *Town of Scarborough* as an additional insured party for the event date. Please contact Scarborough Community Services if you have any questions about insurance.
- **Hours of Operation:** Our event runs from 5:00 to 10:00 pm, with the band beginning a 7:00 pm and the fireworks beginning at approximately 9:15 pm. Trucks/carts must be in operation and manned from 5:00 to 10:00 PM but are welcome to set up as early as 11:00 am to serve lunch, if they so choose.
- **Set-up time:** Day of event, vendors may set up as early as 11:00 am.
- **Breakdown time:** Friday after the fireworks (approximately 10:00 pm). Breakdowns prior to the fireworks require prior authorization by the Director of Community Services
- **Parking:** Each vendor will be entitled to a designated parking area for their truck/cart, with additional surrounding space for food prep, customer area, etc. Additional vehicle parking will be located across the street in the Wentworth School parking lot.
- All applications must be approved, and the signed and approved application must accompany the vendor on the day of Summerfest.
- There may be a walk-through prior to the start of Summerfest to be sure vendors are selling what was approved. We will ask that all unapproved items be removed before the event begins.



SUMMERFEST VENDOR APPLICATION 2023

Applicant Information

Name of Applicant

Food Truck Name

Street Address

Town

State

Zip Code

Primary Telephone

Secondary Phone (if applicable)

Email Address

Website

Facebook

Instagram

Cuisine Style: _____

Truck Information

Style (circle one): Truck Trailer Cart

Length (including hitch): _____

Do you own a generator? Yes No

Do you accept card payments? Yes No

Do you have your own wireless hotspot? Yes No

Sanitation Information

Please describe your sanitation process, including grey water disposal: _____

Signature Required

If approved to join Summerfest, I agree to follow the rules established by the Town of Scarborough Community Services and those set forth in the Food Truck Agreement. I will furnish a signed copy of this application along with all requested documentation/certifications/licenses on the day of event.

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 _____ Waivers _____ Insurance Certificate Staff Initials _____

Approval Signatures:

Scarborough Town Manager

Date

Community Services Director

Date

Date returned to applicant _____

Emailed

To T Mgr (for sig) [Date] _____

Ins Cert T Mgr _____

Scarborough Community Services
P.O. Box 360
Scarborough, ME 04070-0360
(207) 730-4150

RELEASE AND INDEMNIFICATION AGREEMENT FOR PARTICIPATION IN THE 2023 SUMMERFEST CELEBRATION

I, _____ (name), in my capacity as _____ (title) of
_____ (business name), an business located in _____ (town), _____ (state),

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 2023 Summerfest 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 providing 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 2023 SUMMERFEST CELEBRATION," FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE A RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.

Name of Organization/Business: _____

Name of Applicant: _____

Signature of Applicant: _____

Date: _____