



SUMMERFEST VENDOR APPLICATION 2023

FRIDAY, AUGUST 18

5:00 TO 10:00 PM

SCARBOROUGH HIGH SCHOOL SPORTS COMPLEX

Instructions/Procedures

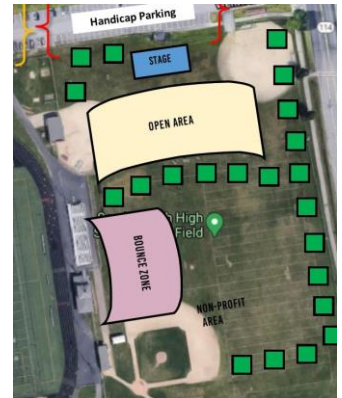
Please complete ALL sections of this application.

Complete application packets must include the following:

- ☐ Completed application form
- ☐ Signed and completed *Release and Indemnification Agreement*
- ☐ Certificate of Liability Insurance (*if applicable*)
- ☐ Vendor Fee (see details below)

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).

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- **Booths:** Vendors will be provided a 10'x10' space to use for the evening. We will have designated areas where booths will be situated (please see diagram). Booths will be spaced away from each other to ensure traffic can flow safely. Booth spaces will be marked by grade stakes in the ground, with each vendor setting up their tent and/or table to the left of the stake. Staff will come around and pull stakes once vendors are set and in place. Booth locations will not be pre-determined so when you arrive for set-up, you will get to choose your spot from what is remaining. Vendors must supply their own tables, chairs, pop-ups, etc. Due to the location of the event the possibility of wind, we recommend that vendors using pop-up tents also use tent weights to hold them down.
 - **Booth Offerings:** Novelty vendors will not be permitted at this event.
 - **Electricity:** Vendors in need of electricity for their offering will need to supply it themselves.
 - **Hours of Operation:** Our event runs from 5:00 to 10:00 pm, with the band beginning at 7:00 pm and the fireworks beginning at approximately 9:15 pm. Vendors must be in operation from 4:30 to 10:00 PM but are welcome to set up as early as 12:00 noon. Breakdowns prior to the fireworks require prior authorization by the Director of Community Services. Vehicles must be off of the field no later than 4:00 pm. Vehicles may be prohibited from entering the field day-of if poor field conditions exist.
 - **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.
 - **Fees:** Vendor fees are based upon non-profit and residency status:
 - **\$25** for Scarborough Non-Profits
 - **\$50** for Non-Resident Non-Profits
 - **\$100** for Commercial Vendors (except food trucks; see Food Truck Vendor Application for details)
 - All applications must be approved, and the signed/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

Business/Organization Name

Street Address

Town

State

Zip Code

Primary Telephone

Secondary Phone (if applicable)

Email Address

Person Manning Booth (if different)

Phone

Email

Booth Information

What will you be offering at your booth? _____

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. (This signed form will be mailed to me prior to the event.)

Applicant

Date

For Staff Use Only:

Amount Paid: \$ _____

(Please circle)

Cash

Credit

Check # _____

Date of Receipt of Packet _____

Attachments Complete:

(Please check)

_____ Fee

_____ Form

_____ Waiver

_____ Insurance Certificate (if applicable)

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), a business/organization 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: _____