



Vendor Application

Welcome vendors and thank you for your interest in participating in the Topsfield HomeGrown Market, sponsored by Topsfield Recreation and Topsfield Council on Aging! This is an outdoor market located at the Topsfield Town Common. In the event of rain, the outdoor market will be canceled and there will be no makeup date. Please complete this form and return it to Topsfield Recreation at 8 W. Common St, Topsfield, MA 01983, or email it to Stephanie Sweeney, Recreation Director, at ssweeney@topsfield-ma.gov.

NAME OF BUSINESS: _____

CONTACT: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

WEBSITE: _____

****Vendor Fee:** For the 2022 season, there will be no vendor fee. This is subject to change in the future.

Let us know your availability!

Circle all dates you would like to participate.

Not all dates are guaranteed. The Rec Department will confirm any and all dates in advance

6/16

7/21

8/18

9/15

Please provide a specific description of your product(s) and/or service(s) that you'll be bringing to the HomeGrown Market. We want to do our best and not duplicate products or services.

***We do NOT provide tables/chairs/tents. You must bring everything you need to display/sell your products. Electricity is available but you will need to bring extension cords.**

***All participating food vendors need appropriate permits to sell or provide samples* Topsfield Board of Health: 978-887-1520**

***Food Trucks/Vendors using propane needs to schedule an inspection* Topsfield Fire Department: 978-887-5148**

3rd Thursday June-September, 4-6:30pm



VENDOR PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in the HomeGrown Market, (hereinafter "Program") I, the undersigned, on my behalf and for my heirs, personal and/or legal representatives, next of kin, and assigns (hereinafter collectively referred to as "I" or "ME"), hereby:

1. RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE the Town/City of Topsfield, its agents, servants, employees, officials, volunteers, contractors, representatives (hereinafter the "Town") from any and all liability, claims, demands, actions, suits, loss and causes of action whatsoever arising out of or related to any loss, damage, or injury, including, but not limited to, death, illness, injury and/or disease, and including any death, illness, injury and/or disease in any way related to or arising out of the novel coronavirus (COVID-19), that may be sustained by the Participant and/or arising out of or related to the Participant's participation in the Program, regardless of whether they arise in tort, contract, strict liability, or other legal theory. This Vendor Participant Release, Waiver of Liability, and Indemnity Agreement shall not apply to any injury or harm (including death) caused by gross negligence.
2. AGREE TO INDEMNIFY, SAVE and HOLD HARMLESS the Town from any and all liability, claims, demands, actions, suits, loss, and causes of action and any cost it may incur, including court costs and attorneys' fees, arising out of or related to my participation in the Program, regardless of whether they arise in tort, contract, strict liability, or other legal theory.
3. ACKNOWLEDGE that my participation in the Program may be dangerous and may involve the risk of serious injury and/or illness, including COVID-19, and/or death and ASSUME full responsibility for any risk of loss, death, illness, injury and/or disease which I may sustain arising out of or related to the Program whether known or unknown and whether caused by the negligence of the Town or otherwise.
4. AGREE that this Vendor Participant Release, Waiver of Liability, and Indemnity Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts and that, in the event any portion of this document is deemed unlawful or unenforceable, said portion shall be severable and the balance of the terms shall continue in full legal force and effect.
5. AGREE that I, the undersigned, am the employer of the Participant. I hereby execute this Vendor Release, Waiver of Liability, and Indemnity Agreement on the Participant's behalf. I understand that by executing this agreement on behalf of the Participant, I am binding the Participant and ME to the terms of this Participant Release, Waiver of Liability, and Indemnity Agreement.

I HAVE READ THIS VENDOR PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Vendor Signature

Date

Vendor Printed Signature

Date

3rd Thursday June-September, 4-6:30pm