



## Young Entrepreneur Vendor Application

Thank you for your interest in participating in the Topsfield HomeGrown Market!  
This outdoor market is located at the Topsfield Town Common on the four consecutive Wednesdays in July, following the Fourth of July. Ages 9-17 are welcome to participate, but all participants 9-13 years old are required to have an adult present at all times.

YOUTH VENDOR: \_\_\_\_\_ AGE: \_\_\_\_\_

GUARDIAN NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PARENT PHONE: \_\_\_\_\_

PARENT EMAIL: \_\_\_\_\_

In lieu of payment for participation, there is a suggested donation of 10% of your profit margin to a local non-profit. Non-Profit \_\_\_\_\_

**Let us know your availability! Circle all dates you would like to participate.**

\*Not all dates are guaranteed. The Rec Department will confirm dates and details in advance. \*

\*In the event of cancellation due to severe weather, you will be contacted.

**7/10 – Antique Car Show, Farmer’s Market, Artisan Market, Young Entrepreneur Market**

**7/17 – Art stroll, Farmer’s Market, Artisan Market, Young Entrepreneur Market**

**7/24 – Dog Parade, Farmer’s Market, Artisan Market, Young Entrepreneur Market**

**7/30 – Carnival Day, Farmer’s Market, Artisan Market, Young Entrepreneur Market**

**Please provide a specific description of your product(s) and/or service(s).**

\*Vendors provide their own tents, chairs, and displays to sell their products.

\*Electricity is available vendors provide their own extension cords.

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### PRODUCT AUTHENTICITY

I understand that I can accept support and guidance from my parent(s), caregiver, or other caring adults BUT, the work of creating the product to sell at the HGM is solely my responsibility. The product I will be selling will be made by me and only me.

Youth Name (Print) \_\_\_\_\_

Date \_\_\_\_\_

Please complete this form and return it to:

Dawn Seymour, Tri-Town Council Youth Programs Coordinator, [dseymour@tritowncouncil.org](mailto:dseymour@tritowncouncil.org)

**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.

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Guardian Signature

Date

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Guardian Printed Signature

Date

Please complete this form and return it to:

Dawn Seymour, Tri-Town Council Youth Programs Coordinator, [dseymour@tritowncouncil.org](mailto:dseymour@tritowncouncil.org)