## Spring Craft Fling Application, Release, and Indemnification Agreement

Held May 4th, 9am-1pm, Uptown Market- 220 Maxwell Ave, Greenwood SC Business Name \_\_\_\_\_Name(s) of owner \_\_\_\_\_ Mailing Address \_\_\_\_\_\_ Phone \_\_\_\_\_ Cell Phone/Alt \_\_\_\_\_ Email Website Proposed items for sale (HANDMADE ITEMS ONLY): \_\_\_\_\_\_ Non-refundable fee is \$20, payable to UGDC, PO Box 40, Greenwood, SC 29648 Bringing tent? Y/N Businesses without a valid City of Greenwood business license or market vendor status will need to pay the fee indicated above to conduct business at the event. Your business is responsible for following all local and state laws regarding permits and collecting sales tax. \*\*\*WE WILL NOT BE PROVIDING TABLES THIS YEAR\*\*\* CHAIRS ARE AVAILABLE FOR YOUR USE. All spots are 10 x 10. Photographs/Video/Logos By operation at the Christmas Market, I consent to the City of Greenwood's right to photograph or video my person or any of my employees or displays for the use of advertising or promotion of City events. All images will become the property of the City of Greenwood. Initial here \_\_\_\_\_\_ Release In consideration for being permitted to use the facilities of the Uptown Market of the City of Greenwood, \_\_\_\_ (insert name of business- hereinafter "Vendor") agrees to indemnify and hold harmless the City of Greenwood and its officers, employees, insurers, and SCMIT/SCMIRF Insurance Programs, from and against all liability, claims, and demands, which are incurred, made or brought by any person or entity, on account of damage, loss or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kinds whatsoever, which arise out of or are in any manner connected with the participation in Christmas Market, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Greenwood or its officers, or its employees, or from any other cause whatsoever. By signing below, vendor agrees that, in the event of damage, loss, or injury to the Uptown Market or any property or equipment therein, the City of Greenwood may bill the full amount of such damage, loss or injury. Vendor further agrees that, within thirty (30) days of billing, the vendor will reimburse the City of Greenwood for all costs associated therewith upon billing by the City of Greenwood. The vendor also acknowledges that the City does not inspect, or approve, or agree that any goods are fit for any particular purpose, it only provides a venue. In addition, in consideration for being permitted to operate at Christmas Market, vendor, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases the City of Greenwood, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death that the vendor may incur as a result of such use, whether any such liability, claims, and demands, result from the act, omission, negligence, or other fault on the part of the City of Greenwood, its officers, or its employees, or from any other cause whatsoever. Vendor Name \_\_\_\_\_\_ Date \_\_\_\_\_ City of Greenwood Signature \_\_\_\_\_ (printed) \_\_\_\_\_ Date Please return to Stephanie Turner, <u>market@gwdcity.com</u>. City of Greenwood, PO Box 40, Greenwood, SC 29648. Applicants who have been accepted will receive an email notification. Call 864-942-8421 for more information.