



# CRAFT Vendor Rental Requirements

## for the 7th Annual Tewksbury Fall Harvest Festival

Sunday, Sept 26, 2021 12:00 PM to 5:00 PM

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### Location and vendor specifications

1. Vendor rental space will be an approximate 10' x 10' tent size area marked out prior to the event. If additional size is needed please contact [tewksburyevents@gmail.com](mailto:tewksburyevents@gmail.com).
2. Vendor will supply their own table(s) and chair(s) and tent.
3. No registration fee.
4. Non-profit organizations are allowed one space.
5. Vendors will be responsible for their own liability insurance. There are no secure areas at the festival, belongings and personal items are the responsibility of the Vendor/Owner.
6. No Vendor shall sell any item of which could be deemed by the Town as inappropriate as well as tobacco products or paraphernalia of any type.
7. No registrations will be accepted on-site at the event.

### Additional requirements for vendors serving food items

1. Vendors selling, serving or sampling any type of edible food, whether there is a charge or not, MUST fill out a temporary food permit application (see link at right) and return to the Health Department at town hall or to [health@tewksbury-ma.gov](mailto:health@tewksbury-ma.gov) with applicable documents by **August 31, 2021**. There is NO additional Health Department fee for the Harvest Festival. Failure to send in the form by the deadline will result in forfeiting your space at the event.
2. Vendors serving hot items must keep hot preparation materials out of the public reach. This includes ovens, dispensers, warmers and deep fat fryers.
3. Food/Amusement Vendors are required to post menus and prices on a sign, easily visible to the public.

### Day of festival

1. Due to planning and logistics absolutely NO vendors will be allowed to register on-site.
2. Vendors may drive their vehicle onto the field, unload but then must immediately remove vehicle from the field. This is allowed during your allocated time of arrival.
3. Vendors MUST be in place and unpacked and ready for service 30 minutes prior to the opening of the event.
4. All Vendors (food/concessions/crafters) **shall remain in place until final closing, 5:10 PM**, with absolutely NO EXCEPTIONS. This is a safety precaution for patrons inside the event area. Vendors that need supply replacement from their establishments must use the designated drop off area only. No vehicles will be allowed on the field during the event. Drop off area will be noted at check-in.
5. Vendors requiring electricity will be responsible for supplying their own generator. All non-food vendors must have a quiet style generator. NO electricity is available on the field.
6. Vendors are responsible for the cleanup of their area after the event.
7. Vendors may display banners and/or advertising within the boundaries of their rental space but may NOT extend beyond that space.

### Helpful links:

[Downloadable "Temporary Food Permit Application" application for food vendors](#)

[Tewksbury Public Events & Celebrations Committee](#)



# Event Concession Vendor Contract

## for the 7th Annual Tewksbury Fall Harvest Festival

Sunday, Sept 26, 2021 12:00 PM to 5:00 PM

This is an agreement between *Town of Tewksbury c/o Tewksbury Public Events and Celebrations Committee* (hereafter referred to as "Host" and/or the "Town") and (hereafter referred to as "Vendor").

The Host will be hosting the following Event: **2021 Tewksbury Fall Harvest Festival** to take place at **Livingston Street, Tewksbury** on **Sunday, September 26, 2021** starting at **12:00PM**, and has the legal ability to issue a license for concession for vending during the above mentioned Event, and Vendor desires to vend:

FOOD      CRAFTS      OTHER at and during the above mentioned Event, and has issued the Host a fee of \$ \_\_\_\_\_ for a license to vend at the Event.

**The Host and Vendor parties both agree to the following terms:**

1. Vendor will be given access to the place that is agreed upon by both parties no less than **2 hours** before the Event starts to set up the Vendor's station, goods to be sold, and anything else that is needed and customary to vend at that specific location.
2. The Vendor will not vend any items or services that are not disclosed here at the Event without prior written consent from the Host. Items that will be sold:
  
3. Vendor's station shall be no bigger than \_\_\_\_\_ by \_\_\_\_\_ feet; and shall be clean and orderly; and shall follow all applicable laws and regulations of the Town and State of the Event.
4. Vendor's staff will be properly dressed and their appearance will be clean and neat and they shall conduct themselves in an orderly fashion.
5. Vendor will have access to the location for up to **1 hour** following the Event conclusion at **5:00 PM** to dismantle and remove all items brought to the Event by Vendor. Vendor shall leave the location free from trash and in similar condition that it was in before the Vendor was there.
6. Vendor agrees to hold the Town free from any damages or claims in any way related to this event. Further, the Vendor waives any and all real and/or potential claims it may have against the Town in any way related to this event. This is meant to be a general and complete release of any and all claims in any and all forums.
7. Vendor assumes all responsibility to obtain all necessary permits, insurance and licenses that allows it to vend in the Town of Tewksbury.
8. Prior to the date of this event the Vendor must present the Town with a certificate of liability insurance that names the Town as an additional insured.

In agreement to the above mentioned terms a representative of the Event and Vendor sign below:

\_\_\_\_\_  
Signature of Vendor

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Town Manager

Date \_\_\_\_\_



# OFFICE OF THE TOWN MANAGER

TOWN OF TEWKSBURY

TOWN HALL

1009 MAIN ST

TEWKSBURY, MASSACHUSETTS 01876

RICHARD A. MONTUORI  
TOWN MANAGER

(978) 640-4300  
FAX (978) 640-4302

## INDEMNIFICATION FORM TOWN OF TEWKSBURY

In consideration of being allowed to participate in any way in the Tewksbury Harvest Festival, related events and activities, (the "Event(s)") I, \_\_\_\_\_, the undersigned, agree:

1. To accept personal responsibility for any damages relating to or resulting from serious injury, permanent disability, death, and severe social and economic losses, which might result not only from my own actions, inactions or negligence but the actions, inaction and negligence of others, the rules of play, or the condition of any and all premises or of any equipment used, and, further, for any other risks not known to me or reasonably foreseeable at this time.
2. To forever release (not file any claim) against the Town of Tewksbury or any of its employees, agents, board members, and/or volunteers, (the "Releases") from any and all claims, rights of action and causes of action of any kind whatsoever that may have arisen in the past or may arise in the future, directly or indirectly, from personal injuries or death to me or property damage resulting from my participation in said Event(s), regardless whether caused, in whole or in part, by negligence of any kind by the Town or the Releases.
3. To indemnify, defend, and hold harmless the Releases against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future directly or indirectly arising from personal injuries or death to me or property damage resulting from my participation in said Event(s), regardless whether caused, in whole or in part, by negligence of any kind by the Town or the Releases.
4. I do hereby agree and affirm that I will fully and completely indemnify the town for any costs damages and/or legal fees associated in anyway with my involvement in the town of Tewksbury Harvest Day.
5. That my participation in said Event(s) is voluntary and that I am free to choose not to participate in said Event(s). By signing this Form, I affirm that I have decided to participate in said Event(s) with full knowledge that the Releases will not be liable for personal injuries and property damage that I might suffer as a result of participating in said Event(s).

6. That I have read this Form with care and that I understand the contents of this Form. I understand and acknowledge that this Form is a legal instrument, which may affect my legal rights and that I was afforded the opportunity to have this Form reviewed by legal counsel of my choice before my signing this Form.

I sign this Form voluntarily and freely without duress. I represent that I am eighteen years (18) old or older. I acknowledge that the Releases have made no representation of fact or opinion to me, which in any manner has induced me to agree to sign this Form.

Witness(es) to Signature:

Signed:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_