



Annual Highway 38 Sale
Downtown Pendleton | May 3 & 4, 2019
Food Vendor Application

Business Name: _____
Contact Person: _____
Address: _____ City _____ State _____ Zip _____
Contact Number: _____
Email Address: _____

Food Vendor Spaces are \$95.00, which includes electricity and water.

Please specify:

Type of Electricity needed _____ Length of Trailer (include hitch) _____

Do you prefer to have your previous space? _____

Please indicate what items you will be serving. (Attach a menu or picture if available.) _____

NO food will be served without the proper health department permit. Please be aware due to new changes in permit delivery this year I have attached a sheet for your reference. If you have questions regarding your permit for this event call 765-435-7692. You must have a fire extinguisher on hand. Set up will be Thursday May 2nd at 5:30 p.m. Security will be provided on both Thursday and Friday night. Tear down will be on Saturday May 4th, immediately following the event. The event hours are Friday and Saturday from 9 a.m. – 6 p.m.

*Pendleton Business Association, downtown businesses, and the town of Pendleton are not responsible for loss, damage, or security. All rules and regulations set by the Pendleton Police Department and the Town of Pendleton will apply and be obeyed.

Applications are due April 22, 2019

Please sign and mail your application to:
Pendleton Business Association Events
P.O. Box 400 Pendleton, IN 46064

Checks should be payable to: **Pendleton Business Association**. Space assignments will be emailed to you by late April. If you have any questions regarding space or any other concerns please contact Lori Anson at pendletonbusinessassociation@gmail.com or by cell at 765-435-7692 (call or text).

***Vendor submits payment, liability waiver, and certificate of insurance with this agreement to the Pendleton Business Association. No refunds will be given except in the event your application is denied. Applications WILL NOT BE PROCESSED WITHOUT COMPLETED WAIVER OF LIABILITY SUBMITTED.**

Vendor Signature _____ Date _____



Waiver of Liability and Indemnification Agreement

I, on behalf of myself, my co-owners, my employees and invitees, do hereby waive any and all liability which the Pendleton Business Association and the Town of Pendleton might otherwise have on account of any injury which I, we or any of us, might suffer on account of our participation in the Annual Highway 38 Sale on May 3 & 4, 2019.

I further agree to indemnify the Pendleton Business Association and the Town of Pendleton on account of any expense or claim which may be incurred by the Pendleton Business Association and the Town of Pendleton because of my or our participation in the 13th Annual Highway 38 Sale.

The consideration for this release and indemnification agreement is the agreement by the Pendleton Business Association to allow me to participate in the downtown Pendleton area during the sale.

This waiver and indemnification agreement is binding not only upon the signers but also their business partners, heirs, assigns and business invitees.

THIS WAIVER AND INDEMNIFICATION AGREEMENT LIMITS CERTAIN RIGHTS OF THE SIGNOR AND ALSO CREATES LEGAL LIABILITIES. THE SIGNER SHOULD READ THIS DOCUMENT CAREFULLY.

DATED THIS ___ DAY OF _____, 2019.

Signature

Print

ACKNOWLEDGEMENT OF RECEIPT

I acknowledge receipt of the duly executed waiver and indemnification agreement set out above this ___ day of _____, 2019.

By: _____ Pendleton Business Association Authorized Representative