

**KENNEDY TOWNSHIP PARKS & RECREATION**

**KENNEDY TOWNSHIP COMMUNITY DAYS 2019  
AUGUST 7, 8, 9 & 10, 2019**

**VENDOR APPLICATION**

**Vendor Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number/s: Day:** \_\_\_\_\_ **Evening:** \_\_\_\_\_

**Nature of Booth (please check one):** **Food** \_\_\_\_\_ **Games** \_\_\_\_\_

**Informational** \_\_\_\_\_ **Other (please specify)** \_\_\_\_\_

*\*If selling food, please provide menu*

**ALL VENDORS/EXHIBITORS MUST BE COVERED BY INSURANCE AND ARE REQUIRED TO COMPLETE AND EXECUTE THE SAVE HARMLESS AGREEMENT.**

**ELECTRICITY WILL BE PROVIDED FOR EACH BOOTH (10'X10'). PLEASE BRING YOUR OWN POWER CORD/S, TABLES, CHAIRS, SIGNS TO DISPLAY NAME OF BOOTH, PRICES FOR FOOD ITEMS, GAMES, ETC. THANK YOU!**

**PLEASE SUBMIT PAYMENT OF \$75.00 PER BOOTH (CHECK/MONEY ORDER OR CASH) BY JULY 10, 2019 ALONG WITH APPLICATION AND EXECUTED SAVE HARMLESS AGREEMENT TO:**

**KENNEDY TOWNSHIP PARKS AND RECREATION  
340 FOREST GROVE ROAD  
CORAOPOLIS, PA 15108**

*For additional information, please contact Scott at (412)596-8457.*

**\*\*\* NON-REGISTERED VENDORS WILL NOT BE PERMITTED AT EVENT \*\*\***

**WAIVER OF LIABILITY, HOLD HARMLESS AGREEMENT  
AND AGREEMENT TO INDEMNIFY THE TOWNSHIP OF KENNEDY**

WHEREAS, the undersigned, by virtue of a separate application, which is incorporated herein by reference, wishes to rent space or otherwise participate in the event known as Kennedy Community Days, to be held at Fairhaven Park in Kennedy Township, NOW THEREFORE the undersigned does agree as follows:

I, \_\_\_\_\_, the individual, or \_\_\_\_\_ of the organization known as \_\_\_\_\_, in consideration of the opportunity to rent space, and/or otherwise participate in the events being held by the Township as part of Community Days, do hereby covenant and agree, on my own behalf, and on behalf of my heirs, assignees and any organization for which activities are being held, that I hereby forever waive and relinquish any and all claims that I may have, or which may occur or accrue, relating to the use of and attendance at the Park, and do hereby covenant and agree, on my own behalf, and on behalf of my heirs, representatives and assignees, will never institute any action or suit at law or in equity against Kennedy Township, its officers, its directors or its members, agents or employees, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss or injury either to person or property, or both, whether present or future, resulting or to result, known or unknown, past, present or future, in connection with or arising under or out of the rental of or use of space and facilities, and/or attendance at the Park and its surrounding premises.

I do further agree to indemnify, release and hold harmless Kennedy Township, its officers, directors, employees and agents, from any and all claims, losses, illnesses, demands and injuries to my person or property, foreseen or unforeseen, resulting from, caused by or related to any program or activity directed by, related to or conducted by the Township, preceding or during my use of the Park. I do further agree to indemnify the Township as to any costs, expenses (including reasonable attorneys' fees and costs), and any loss and/or breach or default by the undersigned, my heirs, legal representative, successors and/or assignees, as well as those for any organization for which I am arranging for the rental of space and/or attendance at the Park. This Indemnification Agreement and Hold Harmless Agreement is not in derogation of, but rather supplements any common-law rights to indemnification which apply to the Township, its representatives, successors and assigns, and shall be binding on the undersigned(s) and his/her/their heirs, successors and assigns. I further acknowledge that, if rental is for an organization, that I have authority to act on behalf of and thus bind said organization to the waiver, release and indemnification set forth herein.

\_\_\_\_\_ I do further agree that I, for myself and/or any business operation, and/or that the organization I represent, do have insurance coverage that includes full protection for any and all liability claims of whatsoever nature, and I shall, within 3 business days from the execution of this agreement, but no later than 3 business days prior to the commencement of Community Days, provide the Township's representatives with proof of such coverage, including provisions that the Township is identified as an "additional insured" under the provisions of such policy.

\_\_\_\_\_ I do not carry insurance for liability claims.

In witness whereof, I have set forth my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019, intending to be legally bound hereby.

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Title