



2017 Brick Street Market Food Vendor Application Information

We are now accepting applications from food vendors and food trucks for our 32nd Annual Brick Street Market to be held Saturday, May 20, 10 a.m. – 5 p.m. Standard spaces are 10' x 10' and rent for \$175 (\$100 for Zionsville Chamber of Commerce members); food truck vendors should contact us with their dimensions. You may request more than one space. Limited electricity is available for an additional \$25.

Applications deadline is Friday, March 31, 2017.
No refunds after Friday, April 21, cancellation date.

By applying, the vendor agrees to the following terms:

1. **Health Permit:** For-profit vendors must contact the Boone County Health Department to obtain a Temporary Vendor License, www.boonecounty.in.gov or 765-483-4458. The cost is \$70.00 per day. This permit must be displayed at the event.
2. **Tent:** For-profit vendors not in a food truck and not-for-profit vendors who want to use a tent must provide a flame retardant white tent with 45 pounds of weight on each leg. Open flames are not allowed in tents.
3. **Set-Up Time:** Vendors will be allowed to set up after 6:30 am on the date of the event, May 20. Vendors must be set up by 9:00 am.
4. **Clean-up:** Vendors are responsible for cleanup of their immediate areas. All trash must be discarded.
5. **Release:** Vendor (on its own behalf and on behalf of its invitees, guests, employees, agents, and any other person or entity claiming by, through, or under any of them) hereby waives and releases any and all claims for losses, liabilities, damages (whether compensatory, punitive, exemplary or of any other type), injuries, property damage, wrongful death, economic loss, costs and/or expenses of any type, including but not limited to reasonable attorneys' fees and other litigation costs and expenses, and whether known or unknown (collectively, "Losses"), against the Zionsville Chamber of Commerce and its predecessors, affiliates, officers, directors, agents, subsidiaries, employees, successors, assigns, and insurers, (singly, "Released Party," and collectively, "Released Parties"), which are caused in whole or in part by, or otherwise arise in whole or in part as a result of, any act or omission by any person or entity in connection with the event, regardless of whether or not any of the foregoing were also caused in whole or in part by the negligence or other fault of any Released Party. The Vendor hereby irrevocably covenants not to assert, or to initiate any

suit or proceeding, against any Released Party which is based in whole or in part upon any claim seeking to recover any Losses released hereunder.

6. **Indemnity:** Vendor will indemnify and hold harmless the Released Parties from any and all Losses incurred by any Released Party as a result of any claims or suits that Vendor, or any other person or entity whatsoever, may bring or assert against any Released Party, which are caused or are alleged to have been caused in whole or in part by, or otherwise arise or are alleged to have arisen in whole or in part as a result of, the negligence or other fault of Vendor or its employees, officers or agents, regardless of whether or not any of the foregoing were also caused or alleged to have been caused in part by the negligence or other fault of any Released Party.
7. **Insurance:** Vendor must email proof of liability to info@zionsvillechamber.org.
8. **Smoke-Free Ordinance:** Vendor will abide by Zionsville's smoke-free ordinance.

If you have questions, please contact us at info@zionsvillechamber.org or (317) 873-3836. We are dedicated to making this a rewarding experience for all those involved, and we look forward to hearing from you!

Brick Street Market Committee
Zionsville Chamber of Commerce