

Colchester On the Green

TAG SALE, CRAFT &
BUSINESS EXPO



Dear 2024 Food Vendor Participant,

The Colchester Business Association is thrilled to host the **44th Annual Colchester Tag Sale on the Green** on Sunday, June 9, 2024 from 9 a.m. to 3 p.m. The event will be held on the Colchester Town Green, 98 Hayward Avenue. Should it rain prior to the event, restricting setup or saturating the green and compromising its integrity, a rain date has been scheduled for Sunday, June 23, 2024. Look for weather-related updates on the CBA website, on our Facebook page, or call (860) 531-8489. The CBA reserves the right to cancel the event at any time in its duration should the weather conditions become severe. Every effort will be made to hold the event as planned, and as such, event participation fees are nonrefundable.

Please read the enclosed letter to all tag sale participants and review policies for setup, traffic on the green, and breakdown after the event.

To participate, return the enclosed food vendor application **no later than May 15, 2024**, when the Tag Sale Committee will begin assigning food concessions. The Committee **makes every attempt** to assign only one vendor for each primary food type item in order to maximize vendor sales. All food vendors are expected to adhere to food service standards. **A food permit is required.** Please contact Chatham Health District, Sanitarian, and acquire all permits needed at (860) 537-7214 or the main office, (860) 365-0884. Applications can be found at www.chathamhealth.org.

The following items/information are required:

Food vendor application MUST be completed in its entirety and signed to be considered.

- Description of primary and any secondary food types clearly listed.
- Fees may be paid with a check or credit card. No checks will be accepted after **May 15, 2024**.
- The security deposit is \$100 and is required for non CBA members.
- After you have participated in the event and you have cleaned your area, a Tag Sale Committee member will inspect your area before you leave the premises. Once your area has been approved, your security deposit will be mailed to you. The fee will not be returned if you do not participate.
- You must include a Certificate of General Liability Insurance naming the CBA and its members as additional insured.
- **A One Day Food Permit must be submitted to the Chatham Health District no later than May 1, 2024 to ensure you will receive it in time. ALLOW 3 WEEKS TO PROCESS YOUR FOOD PERMIT. PLEASE PLAN ACCORDINGLY.**

A limited number of food vendors will be allowed on the town green for setup on Saturday, June 10th. To be one of these vendors, return your application promptly, include all necessary accompanying information, and contact the CBA office as soon as possible. Otherwise, food vendors **requiring electricity** should be prepared to enter the town green no later than 7:30 a.m. to allow for proper setup. Those **NOT requiring electricity** should be ready to enter the town green at 8:00 a.m. Entrance for food vendors is on the Hayward St side of the green by the baseball field.. **Do not enter the town green until you are instructed to do so.**

CBA
PO BOX 453
COLCHESTER, CT 06415
(860) 531-8489

EMAIL: INFO@COLCHESTERCBA.COM
WWW.COLCHESTERCBA.COM
FIND US ON FACEBOOK!



ACKNOWLEDGEMENTS, WAIVER, AND INFORMED CONSENT

By signing below, the undersigned attests to have read this Notice, and acknowledges that the undersigned understands the risks associated with the Facility and the Activities as a result of use of the Facility and participating in the Activities. By signing below, the undersigned further warrants and agrees to the following:

1. I have been given ample opportunity to review this Notice and understand the contents herein. I acknowledge that use of the Facility and participating in the Activities is voluntary and optional. I further acknowledge that the Colchester Business Association is sponsoring and running the Activities and that the Town is not running, sponsoring, hosting, endorsing or supervising the Activities.
2. I agree to abide by all Town policies, procedures and protocols regarding use of the Facility, including, but not limited to, polies that prohibit use of the Facility by any individual who has contagious illnesses, including COVID-19, or symptoms thereof; and any specific rules governing the use of the Facility and participation in the Activities, including any rules posted at the Facility, which may change from time to time.
3. I hereby attest that I am in good health and in proper physical condition to participate in the Activities and I have not been advised of any medical conditions that would impair my ability to safely participate in the Activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities.
4. **Assumption of Risk.** I fully understand that use of the Facility and participation in the Activities involves risk and dangers, which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and death; loss of or damage to personal property or equipment; accidents involving other participants in the Activities or those visiting the Facility; contact or collusion with natural or manmade objects; Facility issues, situations beyond the control of the Release Parties (as defined below), and other undefined, not readily foreseeable and presently unknown risk and dangers, including those related to COVID-19 and /or other contagious illnesses. I acknowledge that the Town does not provide staffing, supervision, instruction, or assistance for the use of the Facility or participation in the Activities, I fully ASSUME ALL RISKS, inherent and otherwise, whether described above, in connection with the use of the Facility and participation in the activities.
5. **Waiver and Release.** In addition to the above assumption of risk, I expressly release and forever discharge and hold harmless the Town, any of the members of any of its boards, officials, employees, agents, contractors and/or assigns from all liability or claims that I or my heir may have against the Town, members of its boards, officials, employees, agents, contractors and/or assigns (each, a "Released Party" collectively, the "Released Parties") with respect to any bodily injury, personal injury, illness, death, property loss or other harm or issue that may result from the use of the Facility and/or the Activities. These agreements of assumption of risks and waiver to NOT apply against a Released Party if (1) the liability, damage, loss or injury is CAUSED SOLELY BY THE NEGLIGENCE of such Released Party and do not include the negligence of any other act or omission by any other person or entity (such as other attendees or other third parties or

Colchester On the Green

TAG SALE, CRAFT & BUSINESS EXPO



independent vendors/contractors); or (2) the liability, damage, loss of injury is CAUSED BY THE RECKLESS, WANTON or INTENTIONAL MISCONDUCT of a Released Party. These agreements of assumption of risks and waiver will be construed in accordance with Connecticut law.

6. **Indemnification and Hold Harmless.** I agree to defend and hold harmless the Released Parties from any and all claims, lawsuits, or demands made by anyone arising from or relating to the use of the Facility or participating in the Activities, except for NEGLIGENCE CAUSED SOLELY BY a Released Part or the RECKLESS, WANTON or INTENTIONAL MISCONDUCT of a Released Party.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY ALL OF THE INFORMATION INCLUDED IN THIS NOTICE OF RISK, WAIVER, AND INFORMED CONSENT. I FURTHER UNDERSTAND THAT BY SIGNING THIS NOTICE THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS.

PRINTED NAME

DATE

SIGNATURE

Thank you for your anticipated cooperation. We look forward to another fantastic Tag Sale on the Green! - The Colchester on the Green Committee

Still have questions?

Send an email to info@colchestercba.com or call 860-531-8489 and leave a message.