



Town of Yorktown
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Yorktown, IN 47396
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www.yorktownindiana.org

FALL COMMUNITY YARD SALE
Information and Liability Waiver

- WHEN: Saturday, October 13, 2018
Permit Registration 9/17/18 to 10/10/18
- WHERE: Morrow's Meadow Park
1901 S. Tiger Drive, Yorktown
- TIME: Sale hours will be from 8:00 am to Noon
Vendors may set up between 6:30 am and 7:45 am
- FEE: \$5 per space (multiple spaces may be purchased)

Rules & Information

1. Event will be held RAIN OR SHINE. Cancellations must be made by Wednesday, October 10 at 4:00 pm. Permit must be returned at that time.
2. Must be 18 or older to purchase space and vend. ID may be required.
3. All vehicular traffic in the sale area will be prohibited between 7:45 am and 12:10 pm. If you purchase a space and park your vehicle in that space, it will not be permitted to leave the area until the sale ends. If you close your space down early, you will have to walk your belongings out to your parked vehicle or wait until after 12:10 pm to bring your vehicle back in to load it.
4. Items **NOT** permitted for sale include: guns, knives, any kind of weaponry, alcoholic beverages or products of any kind, or pornographic materials (this list is not all inclusive). If you are vending any kind of food products it will be up to the vendor to retain any permits from the Delaware County Board of Health if necessary.
5. Spaces and areas will be marked and a Yorktown Parks Department representative will be on-site. Only vendors who paid for spaces and permits in advance at the Field Operations Office will be allowed to set up goods and vend.
6. This permit limits the vendor to this event only. No person or company shall sell or distribute any materials without a permit.

**TOWN OF YORKTOWN
FALL 2018 COMMUNITY YARD SALE
LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT**

Reservations accepted and permits issued in person at:
Town of Yorktown Field Operations Building
2400 S. Russ Street, Suite 1
Yorktown, IN 47396

Office Hours: Mon-Fri 8:00am-4:00pm
For more information contact: (765)759-4003

SPACE # (s) _____

_____ (renter) agrees to defend, indemnify and hold harmless the Town of Yorktown from any claim, demand, suit, loss, or damage which may be asserted, filed, or recovered against or from the Town of Yorktown. Such indemnification shall apply to all reasonably foreseeable actions, including but not limited to any damage to property, personal injury, including death, sustained by any person or entity whomsoever and which damage, injury, or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense if caused in whole or in part by the negligence of the renter, the Town of Yorktown, or by third parties, or by agents, servants, employees or factors of any of them. Further, the renter agrees to reimburse the Town for the cost of defense of any action or any recovery by a third party. All rules attached hereto are incorporated by reference and made part of this contract.

Renter understands that if vending any food product, it is solely their responsibility to retain any permits from the Board of Health if needed.

The parties hereby agree that Renter's exclusive remedy is that of liquidated damages limited to the actual cost of the rental paid to the Town of Yorktown.

Please Print:

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

For Office Use:
Rec# _____