



DOWNTOWN SUNDAY MARKET

Downtown Sunday Market Entertainment Application

Important Dates

MARKET MONTH	MARKET DATE	APPLICATION DUE
August	8.14.22	7.17.22
September	9.11.22	8.14.22
October	10.9.22	9.11.22
November	11.13.22	10.16.22

Please circle which month you're applying for & indicate in writing the month you'd like below.

Market Month: _____

Name of Act: _____ Fee: _____

Contact: _____ Address: _____

Phone: _____ Email: _____

Social Media: _____

Event Details

Location: East Main Street, Spartanburg, SC (near Denny's building)

Time: 12:00 PM – 4:00 PM

SUNDAY MARKET CONTRACT

This Agreement is by and between _____ and the **City of Spartanburg.**

1. Commencement times(s) of services(s) shall be strictly adhered to by both parties, unless otherwise agreed upon.
2. The City of Spartanburg reserves the right to make in-house announcements and sponsorship announcements on site.
3. Service Provider agrees to help the City of Spartanburg promote the Sunday Market on their website and social media sites.
4. In the event of severe weather, a decision whether or not to hold the event will be made by the staff of the Special Events Department and Public Safety Departments. **Should the event be canceled due to severe weather, no payment will be made in the event of cancellation of the Sunday Market regardless of the time of cancellation unless a prior agreement with the service provider has been made.**

THE CITY OF SPARTANBURG

WAIVER AND RELEASE

IMPORTANT: THIS IS A LEGAL DOCUMENT

In consideration for being allowed to participate as a vendor in the above noted event (herein after "Event"), the undersigned hereby agrees that they will comply with and be bound by all of the policies, procedures, rules, laws, and regulations for the Event, including, but not limited to the policies, procedures, rules, laws, and regulations (herein after "Event Policies") set forth in the application accompanying this document, state law, and the Code of the City of Spartanburg. Furthermore, the undersigned agrees that if any of the Event Policies are violated, they will forfeit their fees paid to participate in the Event and they will leave the Event immediately. Additionally, the undersigned acknowledges that staff members of the City of Spartanburg (herein after "Staff") and those volunteers who have been designated by Staff as having the authority to make final decisions regarding the event (herein after "Executive Volunteers") are responsible for making

_____ Initial

final decisions with regard to the Event operations and the undersigned hereby agrees to abide by their decisions and obey their instruction.

WAIVER AND RELEASE

I, FOR MYSELF AND MY HEIRS AND ASSIGNS, BY MY SIGNATURE BELOW, HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF SPARTANBURG, ITS EMPLOYEES, OFFICERS, AGENTS AND/OR CONTRACTORS FOR AND AGAINST ANY AND ALL DAMAGES, LOSSES, SUITS, LIABILITY AND/OR CAUSES OF ACTION RESULTING FROM PROPERTY DAMAGE, AND/OR FROM PERSONAL INJURY, INCLUDING DEATH, OF MYSELF OR OTHERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THE EVENT, EXCEPT TO THE EXTENT THAT SUCH DAMAGE OR INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OF SPARTANBURG AND COVENANT NOT TO SUE OR TAKE ACTION AGAINST THE CITY OF SPARTANBURG, ITS EMPLOYEES, OFFICERS, AGENTS AND/OR CONTRACTORS EXCEPT AS SET OUT HEREIN. I FURTHER PERMIT THE CITY OF SPARTANBURG TO USE PHOTOGRAPHS OF MYSELF FOR THE CITY OF SPARTANBURG PUBLICITY.

I understand that I have given up substantial rights by signing this Waiver and Release and sign it voluntarily. This Waiver and Release also binds my heirs and assigns.

I further acknowledge and agree that this Waiver and Release shall be construed to be as broad and inclusive as permitted by law and that if any provision or portion of it is held to be invalid by a court of competent jurisdiction, the remainder shall remain in full force.

YOU WILL NOT BE ALLOWED TO PARTICIPATE WITHOUT COMPLETING THIS FORM.

Print Name

Signature

Date

Please return signed contract and all requested info to:

**Reggie Geter
City of Spartanburg
PO Box 1749
Spartanburg, SC 29304
rgeter@cityofspartanburg.org
FAX: 864.562.4049**

_____ Initial