

# Colchester On the Green

TAG SALE, CRAFT & BUSINESS EXPO



# APPLICATION

BUSINESS/RETAIL & RESIDENT  
 SUNDAY, JUNE 9, 2024  
 9 AM - 3 PM  
 RAIN DATE JUNE 23, 2024

Please write legibly

Business Name (if applicable):		
On site Contact day of event:		
Address:		
City:	State:	Zip:
Cell Phone:	Biz Phone:	
Email:		
Credit Card #:	EXP Date:	CVV:
Billing Zip code:	Sales Tax ID / EIN:	
Vendors, Please list all items to be sold below and all companies to be represented:		

## EACH BOOTH SPACE IS 15' X 15' • CBA PROVIDES BOOTH SPACE ONLY

TAG SALE SPACES (\$35) ARE LIMITED TO SELLING TAG SALE ITEMS ONLY: NO BUSINESS ITEMS!  
 ALL FEES INCLUDE USE OF DUMPSTER. SEE RULES FOR LIMITATIONS AND UNACCEPTED ITEMS.

	Before May 15	After May 15	# Of Spaces	Sub total
Business/ Retail (CBA Member) <small>(Discount applies to all spaces purchased by CBA Members)</small>	\$35	\$90		
Business/ Retail (NON-CBA Member)	\$75	\$100		
Local Resident Tag Sale Items ONLY	\$35	\$45		
Site with access to 110 AMP Electrical Outlet is an <u>ADDITIONAL</u> fee of \$40 (limited avail)	\$40	\$40		
**Special Accommodation	info@colchestercba.com For more Information			

I have read the attached letter and agree to abide by all conditions.

Print Name:

Date:

Signature:

Please mail applications to: CBA PO Box 453, Colchester, CT 06415 Or send via email to [Info@ColchesterCBA.com](mailto:Info@ColchesterCBA.com)

Make checks payable to the Colchester Business Association

Dear 2024 Colchester On The Green Participant,

The Colchester Business Association is thrilled to host the 44th Annual "Colchester on the Green" - Tag Sale, Craft, and Business Expo 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. Look for weather-related updates on the CBA website, on our Facebook page, or email [Info@ColchesterCBA.com](mailto:Info@ColchesterCBA.com). The CBA reserves the right to cancel the event at any time 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.**

The following are the Colchester on the Green Committee's primary policies. Please read them carefully. If you have any questions, please contact the CBA at [info@ColchesterCTBusiness.com](mailto:info@ColchesterCTBusiness.com)

THIS EVENT IS RUN BY THE CBA AND IS NOT AFFILIATED WITH THE TOWN OF COLCHESTER.

- **There are no guaranteed space assignments.** We will do our best to accommodate special requests. Please submit your request in writing with your application.
- You may pay for your booth(s) with a check, cash or credit card.
- All booth assignments will be emailed to the email address on your application late in May and will serve as your confirmation. If you prefer a mailed confirmation, please include a self-addressed stamped envelope with your application. All booth assignments are subject to change. Please check with the gate attendant upon entering the Colchester Green to confirm.
- **PLEASE BRING A PRINTED COPY OF YOUR APPLICATION AND CONFIRMATION TO THE EVENT AND PRESENT IT TO THE GATE ATTENDANT UPON ARRIVAL.**
- All sales and solicitation will be limited to booth space. Roaming vendors are prohibited.
- **No food, food samples, beverage or water items may be sold or given away without a food vendor permit.** If you are selling or giving away food items, please contact Chatham Health District to acquire all permits needed: (860) 537-7214, or main office (860) 365-0884. Applications can be found at [www.chathamhealth.org](http://www.chathamhealth.org). A **food permit is required.**
- A sales tax I.D. Number is required by the state; please provide the number on the application.
- All participants must follow committee guidelines for traffic flow on the Town Green during set-up and breakdown. These guidelines include the following:
  1. **Vehicles will be allowed on the town green from 6:30–8:00 a.m. for drop-off ONLY.** Please be aware curbing around the green will limit vehicle access to marked entrances ONLY.
  2. **All vendors are required to park at Colchester Town Hall, 127 Norwich Avenue. Please leave space around the Green for customers.**
  3. **All vehicles must be off the town green by 8:30 a.m.** Only PERMITTED vehicles will be allowed to enter the town green after that time. These vehicles will be identified with a sign in the window given by the CBA. No vehicles will be allowed to enter or exit the green during the event.
  4. **Driving of vehicles on or over any of the cinder walking paths, at any time, for any reason, is PROHIBITED!**
  5. **No vehicles will be permitted to enter or exit the town green before 3:00 p.m.** All spaces must be cleaned up and all vehicles off the green by 5:00 p.m.

- **Tents MUST be no larger than 15' x 15' per booth space.** If needed, you may purchase multiple booths. Tent stakes must not protrude into the aisles for safety reasons. All tents must be fire rated and weighed down.
- **Electric is available on a limited, first come, first served basis.** You are required to supply your own extension cords. No generators are permitted on the green without approval.
- The Colchester on the Green Committee reserves the right to refuse entry and/or require the departure of any vendor who refuses to comply with the event rules or who exhibits inappropriate behavior. **All decisions of the Committee are to be considered final.** Violation of event rules will result in denial of participation in future year events.

### **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, polices 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 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.**

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**PRINTED NAME**

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**DATE**

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**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](mailto:info@colchestercba.com) or call 860-531-8489 and leave a message.**