



**Barks & Boo's Halloween Pet Market  
Oct 24, 2020 – 2pm – 6pm  
Vendor Booth Space Application**

Name: \_\_\_\_\_ Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell Phone (onsite contact): \_\_\_\_\_

Website: \_\_\_\_\_ Facebook: @ \_\_\_\_\_ Instagram: @ \_\_\_\_\_

Email: \_\_\_\_\_  Add me to your event email list

Please Select a Category:  Non-Profit 501c3  Vet Clinic/Groomer  Commercial Vendor  Interested Sponsor

**\*\*SELLING OF COUNTERFEIT, REPLICA OR COPY CAT MERCHANDISE IS PROHIBITED\*\***

Applications are due prior to October 16<sup>th</sup> to [recreation@madeirabeachfl.gov](mailto:recreation@madeirabeachfl.gov) or 200 Rex Place, Madeira Beach FL 33708

**Each market vendor spot (10x10 area) will be FREE for Non-Profit Vendors, Vet Clinics, Groomers, and Pet Retailers. Non-pet related commercial vendors may participate for a \$25 vendor fee, based on space availability.** Payment will be accepted via check in the mail or in person made out to City of Madeira Beach as well as credit card over the phone or in person.

Please provide your application with description of products below to [recreation@madeirabeachfl.gov](mailto:recreation@madeirabeachfl.gov)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

City of Madeira Beach  
200 Rex Place  
Madeira Beach, FL 33708



**Indemnity:** The undersigned VENDOR agrees to defend, indemnify and hold harmless the City of Madeira Beach, and the officers, agents and employees of the City of Madeira Beach from and against all claims, liability, loss and expense, including reasonable costs of collection, attorneys' fees and court costs, which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of VENDOR, its officers, agents or employees in performance or non-performance of its obligation under this Agreement/Application. The VENDOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of legal defense of the City of Madeira Beach when necessary, and voluntarily makes the covenant and expressly acknowledges the receipt of such goods and valuable consideration provided by the City of Madeira Beach in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement/Application. Compliance with any insurance requirements required elsewhere within this Agreement/Application shall not relieve the VENDOR of its liability and obligation to defend, hold harmless and indemnify the City of Madeira Beach as set forth in this article of AGREEMENT/Application. Nothing herein shall be construed to extend the City of Madeira Beach's liability beyond that provided in section 768.28 Florida Statutes. The VENDOR acknowledges that he/she/it has been afforded an opportunity to obtain the advice of legal counsel prior to signing hereunder.

**COVID 19 Acknowledgement and Waiver:** I acknowledge that on or about March 11, 2020, Coronavirus Disease 2019 ("COVID-19") was declared a pandemic by the World Health Organization. The Centers for Disease Control and Prevention ("CDC") has stated that "the best way to prevent illness is to avoid being exposed to this virus." <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>.

I am aware of the contagious nature of COVID-19 and have voluntarily chosen to participate in programs operated by the City of Madeira Beach Recreation Department. I acknowledge that City of Madeira Beach employees come into contact with multiple individuals and might become exposed to COVID-19. I also acknowledge that although the City of Madeira Beach takes precautions to reduce the likelihood of transmission of COVID-19 by its employees, the City of Madeira Beach cannot guarantee that my child(ren) will not become infected with COVID-19.

I knowingly acknowledge that my participation in the City of Madeira Beach's programs, I am exposing my myself, staff, and family members to the risk of becoming infected with COVID-19, which may result in serious personal injury, illness, permanent disability, and death. I understand the risk of becoming exposed to or infected by COVID-19 may result from actions, negligence, and failures to act of myself and others, including, but not limited to, the City of Madeira Beach employees, and other program participants.

I agree to assume all of the foregoing risks, and accept personal responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability or expense, of any kind or nature, that I may suffer arising out of or in connection with my child(ren) or myself becoming exposed to or infected by COVID-19 while my child(ren) is/are participating in any City of Madeira Beach program. On my own behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, and forever discharge the City of Madeira Beach, its employees, agents, and representatives, of and from all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") arising out of or in any way connected with my child(ren) or myself becoming exposed to or infected by COVID-19. I understand that this release includes any Claims based on the negligence, action, or inaction of any of the City of Madeira Beach, its employees, agents, and representatives, and covers bodily injury (including death) due to COVID-19, whether a COVID-19 infection occurs before, during or after participation in any City of Madeira Beach program.

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

City of Madeira Beach  
200 Rex Place  
Madeira Beach, FL 33708