

**BOARD OF PUBLIC WORKS AND SAFETY**  
**Agenda Request Form**

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

**Date Submitted:** 4-19-2023

**Meeting Date:** 4-24-2023

**Contact Information:**

**Requested by:** Holly Johnston

**On Behalf of Organization or Individual** Franklin Parks & Recreation

**Telephone:** 317-796-9350

**Email address:** hjohnston@franklin.in.gov

**Address:** 396 Branigin Blvd Franklin, IN 46131

**Describe Request**

- \*Request for Street Closures for Cruise In on 7-14-23
- \*Beer & Wine Vendor contracts signed

**List Supporting Documentation Provided:**

- \*map for 7-14-23
- \*contracts for vendors

**Who will present the request?**

**Name:** Chip Drner

**Telephone:** 317-474-5529

*In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.*

JULY 14, 2023  
**CRUISE-IN**

*Madison Ave*

**WILLARD**

**ROAD  
CLOSED**

*N Main Street*

**HISTORIC  
ARTCRAFT  
THEATRE**

**NORTH MAIN  
STREET CLOSED**

**July 14th, 4-10pm**

*From Jefferson St  
to Madison St*

*Jefferson Street*

**COURTHOUSE**

**INDEPENDENT ALCOHOL VENDOR AGREEMENT  
FOR THE USE OF CITY PROPERTY  
WAIVER AND RELEASE OF LIABILITY/INDEMNIFICATION**

Please complete the following information. Send the original signed agreement to: Franklin Parks & Recreation, c/o Holly Johnston, 396 Branigin Blvd, Franklin, IN 46131.

**2023 EVENTS**

Vendor Business, Company and/or Organization Name: SHALE CREEK BREWING, LLC

Vendor Business, Company and/or Organization Address: 178 W. JEFFERSON ST.  
FRANKLIN, IN 46131

If Vendor Business, Company and/or Organization is a Corporation, please state the following:

State of Incorporation: INDIANA

Whether corporation is authorized to do business in Indiana: ☒ Yes ☐ No

Applicant/Contact's Full, Legal Name: ROBERT M. BAKER

Applicant/Contact's Permanent Residential Address: 235 E. 300 S. FRANKLIN, IN  
46131

Primary Telephone #: 317-474-8934 Alternate Phone: N/A

Applicant's Date of Birth: 07/27/1969

Specify the alcoholic products to be sold, promoted/distributed: \_\_\_\_\_

SHALE CREEK CRAFT BEER  
MISC. DOMESTIC BEERS, CIDERS, SELTERS

Approval of all alcohol Vendor requests are subject to final approval by the City of Franklin, its agents and employees. All Vendors must comply with Indiana statutes, City ordinances, Park Board rules, Johnson County Health Department Regulations, and any applicable rule or regulation of any other government agency, particularly in regard to matters of public safety and alcohol manufacturing and sales. Vendors found in non-compliance with any statute, ordinance, regulation or rule will be closed or approvals rescinded. This document consists of six (6) pages all of which constitute the agreement between Vendor and City of Franklin.

Vendor Initials WMB



## ALCOHOL VENDOR INFORMATION AND AGREEMENT

1. Alcohol Vendors are limited to sales of beer or wine manufactured by Vendor or permitted to be sold by Vendor per liquor license and law and are for consumption on premises only; package sales and sales as a distributor are prohibited unless Vendor has a valid license/permit to distribute alcohol.
2. Vendors agree to pay City for the use of the City Property based upon a portion of their sales and to provide itemized revenue/cost information upon request of City. Sales of alcohol will be done through the use of a drink ticket process only and Vendor agrees to use this City approved process exclusively. Cash sales by the Vendor are prohibited. Patrons at the events shall purchase drink tickets at a cost of Six Dollars (\$6.00) per ticket. These tickets will be sold exclusively by the City. Vendors shall not make cash sales of alcohol. At the conclusion of the event (within thirty (30) minutes), Vendor shall deliver to the City's authorized representative, the actual tickets they have collected for drinks served, on the day of the event. The Vendor shall be paid Five Dollars (\$5.00) per verified ticket. The City will make payment to the Vendor by check issued by the Clerk-Treasurer within ten (10) days of the event.
3. All alcohol Vendors MUST have completed all forms, applications, waivers and releases; must possess current liability insurance and proof of insurance, including a copy of the endorsement for liquor liability in an amount not less than \$2,000,000.00, and applicable State of Indiana alcohol manufacturing and retail alcohol sales permits or licenses. It is the responsibility of each individual Vendor to ensure that his/her paperwork is in order.

Upon execution of this Agreement, and prior to the Vendor commencing any services, the Vendor shall provide the City of Franklin with a Certificate of Insurance as evidence of Commercial General Liability insurance, Workers' Compensation and Automobile Liability for any employees, agents, or Subcontractors of the Vendor. The City of Franklin shall be listed as an Additional Insured on the Commercial General Liability and Liquor Liability, as noted below. Coverage will be primary & non-contributory and include a waiver of subrogation.

The coverage limits shall not be less than the following:

Commercial General Liability & Liquor Liability Insurance:  
\$2,000,000 Each Occurrence  
\$2,000,000 General Aggregate

Workers' Compensation and Employers' Liability Insurance: (or Exemption)  
\$ 500,000 Bodily Injury by Accident  
\$ 500,000 Bodily Injury by Disease - Policy Limit  
\$ 500,000 Bodily Injury by Disease - Each Employee

Vendor Initials



Automobile Liability Insurance:  
\$1,000,000 Each Accident

Commercial Umbrella Liability:  
\$1,000,000 Each Occurrence  
\$1,000,000 Aggregate

All coverage shall be placed with an insurance company duly admitted in the State of Indiana and have an AM Best rating of "A-" or better. Each Certificate of Insurance shall provide that the insurer must give the City of Franklin at least 30 days' prior written notice of cancellation or termination of the coverage.

4. Alcohol Vendors must comply with State of Indiana alcohol manufacturing and retail alcohol sales requirements and regulations. **Alcohol Vendors must contact the Alcoholic Beverage Commission at (317) 232-2430 regarding its requirements for retail alcohol sales permits or licenses. Additionally, Vendors must contact the Johnson County Health Department at (317) 736-3773 regarding its requirements for proper permits, hand-washing stations, refrigeration and beverage handling.** Such permits or leases shall be visibly displayed by Vendor throughout the Event. Vendors who do not comply with State alcohol manufacturing and retail sales requirements and regulations and/or County Health Department requirements and regulations shall be closed the day of the event. No refunds or monies will be given or paid to Vendors who are closed for lack of compliance with State alcohol manufacturing and retail sales requirements or County Health Department regulations and requirements.
5. All alcohol Vendors activities are subject to final approval by the City of Franklin, its agents and employees. All Vendors must comply with Indiana statutes, City ordinances, Park Board rules, Johnson County Health Department regulations and any other applicable rule or regulations of any government agency, particularly in regard to matters of public safety and alcohol manufacturing and retail alcohol sales. Alcohol Vendors found in non-compliance with any statute, ordinance, rule or regulation will be closed and their space may be given to other Vendors.
6. All alcohol Vendors are expected to coordinate their waste disposal with Park staff.

Remainder of page intentionally left blank

Vendor Initials





**INDEPENDENT ALCOHOL VENDOR AGREEMENT  
FOR THE USE OF CITY PROPERTY  
WAIVER AND RELEASE OF LIABILITY/INDEMNIFICATION**

The undersigned (“**VENDOR**”) agrees and understands that he/she/it is an independent alcohol vendor engaging in retail sales of beer or wine and that the City of Franklin, Indiana and/or Franklin Parks and Recreation is furnishing only the opportunity for the undersigned, as an independent alcohol vendor, to utilize City and/or Parks property and/or facility during the following event(s): \*See attached

for independent alcohol vendor purposes and the City is not providing responsibility, supervision or instruction. **VENDOR** agrees that for and in consideration of the use of aforementioned property and/or facility for this vendor activity and in consideration of being allowed to participate in the 2022 Events, **VENDOR** does freely and voluntarily enter into this waiver and release of liability/indemnification. **VENDOR** understands and is aware of the possible damages or loss from whatever causes that may arise from the approved usage of such property and/or facility for independent alcohol vendor activities and agrees to assume all risks in connection with the use of this property and/or facility and all risks in connection with retail alcohol vending activities. **VENDOR** for itself, himself, herself, his/her/its officers, employees, agents, heirs, executors, administrators and assigns, forever releases, discharges, holds harmless, and waives any and all claims and causes of action of any nature or kind whatever, against the City of Franklin, Indiana, its employees, officials, officers and agents, for any and all claims, liabilities, damages, costs, expenses (including attorney's fees), demands or causes or rights of action of whatever kind or name either in law or in equity caused by any accident or incident which may occur as a result of, or arise from, **VENDOR'S** utilization of this property and/or facility for retail alcohol vending activities, including claims of negligence by the City of Franklin, its employees, officials, officers and agents. **VENDOR** agrees to indemnify, defend and hold harmless the City of Franklin, its employees, officials, officers, agents and volunteers from and against any and all liabilities, claims damages, costs, expenses (including attorney's fees), demands, actions or rights of action of whatever kind or name, including negligence by the City of Franklin, Indiana its employees, officials, officers and agents, in law or equity, brought or caused by the undersigned, its officers, employees, agents, his/her family, heirs, assigns and any other party, related to or arising from **VENDOR'S** use of property and/or facility for **VENDOR'S** retail alcohol vendor activity or related to or arising from **VENDOR'S** retail alcohol vending activities. **VENDOR** further agrees to indemnify, defend and hold harmless the City of Franklin, its employees, officials, officers, agents and volunteers from and against any and all liabilities, claims, damages, costs, expenses (including attorney's fees), demands, actions or rights of action of whatever kind or name, including negligence by the City of Franklin, its employees, officials, officers, agents, either in law or equity, brought by third parties related to or arising from **VENDOR'S** use of property and/or facility for **VENDOR'S** retail alcohol vendor activity or related to or arising from **VENDOR'S** retail alcohol vending activities.

**VENDOR** further acknowledges that he/she/it shall inspect the facilities and/or property prior to their usage and ensure that said facilities/property is neat, clean, safe, satisfactory for his/her/its use and purposes, and in a good state of repair, and that there are no problems with the facility and/or defects with the property posing threat of injury of any kind to any volunteers, employees,

Vendor Initials WJS



agents and/or guests of the undersigned. Should VENDOR find that the facilities and/or property contain any problems and/or defects, he/she/it shall notify a member of the City or Parks and Recreation staff immediately and shall not permit himself/herself or any of his/her/its employees, volunteers, agents and/or guests to utilize said facilities or property until the problems and/or defects are remedied and/or eliminated. MB (initial)

VENDOR agrees to abide by all the rules and regulations pertaining to such activity as may be designated by the City of Franklin, its agents or employees. VENDOR further acknowledges that he/she/it understands that there is some danger involved in his/her/its organization's participation in this event. VENDOR understands the risk involved and voluntarily assumes the risk of the possibility of any danger or injury to his/her person and/or others resulting from participation in this event.

The undersigned representative hereby certifies that his/her/its alcohol vendor organization is responsible for implementing and following all proper safety precautions to ensure the safety of his/her/its employees, volunteers, subcontractors, independent contractors, agents, guests and customers while each of the aforementioned participants is on City of Franklin property.

VENDOR further agrees that he/she/it shall be responsible for the proper conduct of his/her/its employees, agents, or volunteers and for proper care of City of Franklin property. VENDOR further agrees that he/she/it shall be solely responsible for the restoration of any City property used by him/her/it and/or his/her/its organization to its original condition should any damage occur or clean up following the event be required and that he/she/it will restore any property damage or return any property to equal or better condition if damaged by his/her/its employees, volunteers, subcontractors, guests and/or personnel.

VENDOR further agrees to pay the City for the use of City property as outlined in paragraph 2 of the Vendor Information and Agreement.

The undersigned person signing this Agreement on behalf of VENDOR represents and certifies that he/she has been authorized to sign this Agreement on VENDOR'S behalf and that all actions necessary to so authorize the undersigned has been taken.

The undersigned further acknowledges that he/she has read the foregoing, understands its terms and meaning and has made diligent inquiry concerning any questions about this document that he/she may have had.

I have read the waiver and release of liability/indemnification carefully and understand all the stated terms.

I have read the application for the 2022 Events and accompanying information. I hereby agree that I/we will abide by all statutes, ordinances, rules, regulations and requirements. I understand that failure to do so will result in disqualification for participation as a Retail Alcohol Sales Vendor.

Vendor Initials MB

SHALE CREEK BREWING, LLC

Name of Vendor, Company and/or Organization

02/07/2023

Date

Accepted and Approved:

City of Franklin

Date

Questions? Contact Holly Johnston @ 317-346-1198 or [hjohnston@franklin.in.gov](mailto:hjohnston@franklin.in.gov).



Signature of Owner/Co

Vendor Initials

MB

R. MIKE BAKER

Printed Name

Vendor Initials







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Campbell-Shuck 1507 N. Main		<b>CONTACT</b> NAME: abigail Shuck PHONE (A/C, No, Ext): E-MAIL: abigail@shucksfinancialservices.com ADDRESS:		<b>FAX</b> (A/C, No):
Franklin IN 46131		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURED Shale Creek Brewing LLC 2301 Fox Drive Franklin IN 46131		INSURER A : ERIE INS EXCH		26271
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	Q39-0155552	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	Q03-2931199	03/29/2023	03/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	Q27-0173096	02/09/2023	02/09/2024	EACH OCCURRENCE \$ 1,000,000
	DED RETENTION \$						AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	Q85-0500740	01/05/2023	01/05/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability	Y	Y	Q39-0155552	03/01/2023	03/01/2024	Liquor Limit Each 1,000,000
	Liquor Liability Aggregate 2,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Franklin 70 E Monroe Street Franklin IN 46131	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>David A. Shuck</i>

Fax:

Email:

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

**INDEPENDENT ALCOHOL VENDOR AGREEMENT  
FOR THE USE OF CITY PROPERTY  
WAIVER AND RELEASE OF LIABILITY/INDEMNIFICATION**

Please complete the following information. Send the original signed agreement to: Franklin Parks & Recreation, c/o Holly Johnston, 396 Branigin Blvd, Franklin, IN 46131.

**2023 EVENTS**

Vendor Business, Company and/or Organization Name: Mallow Run Winery

Vendor Business, Company and/or Organization Address: 6964 W. Whiteland Rd.  
Bargersville, IN 46160

If Vendor Business, Company and/or Organization is a Corporation, please state the following:

State of Incorporation: \_\_\_\_\_

Whether corporation is authorized to do business in Indiana: \_\_\_\_ Yes \_\_\_\_ No

Applicant/Contact's Full, Legal Name: Hannah Graphman

Applicant/Contact's Permanent Residential Address: 1525 Harrison Dr. Greenwood, IN 46143

Primary Telephone #: 317-403-2892 Alternate Phone: 317-422-1556

Applicant's Date of Birth: 4/12/1989

Specify the alcoholic products to be sold, promoted/distributed: Variety of wines/ciders

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

Approval of all alcohol Vendor requests are subject to final approval by the City of Franklin, its agents and employees. All Vendors must comply with Indiana statutes, City ordinances, Park Board rules, Johnson County Health Department Regulations, and any applicable rule or regulation of any other government agency, particularly in regard to matters of public safety and alcohol manufacturing and sales. Vendors found in non-compliance with any statute, ordinance, regulation or rule will be closed or approvals rescinded. This document consists of six (6) pages all of which constitute the agreement between Vendor and City of Franklin.

Vendor Initials HG



Automobile Liability Insurance:  
\$1,000,000 Each Accident

Commercial Umbrella Liability:  
\$1,000,000 Each Occurrence  
\$1,000,000 Aggregate

All coverage shall be placed with an insurance company duly admitted in the State of Indiana and have an AM Best rating of "A-" or better. Each Certificate of Insurance shall provide that the insurer must give the City of Franklin at least 30 days' prior written notice of cancellation or termination of the coverage.

4. Alcohol Vendors must comply with State of Indiana alcohol manufacturing and retail alcohol sales requirements and regulations. **Alcohol Vendors must contact the Alcoholic Beverage Commission at (317) 232-2430 regarding its requirements for retail alcohol sales permits or licenses. Additionally, Vendors must contact the Johnson County Health Department at (317) 736-3773 regarding its requirements for proper permits, hand-washing stations, refrigeration and beverage handling.** Such permits or leases shall be visibly displayed by Vendor throughout the Event. Vendors who do not comply with State alcohol manufacturing and retail sales requirements and regulations and/or County Health Department requirements and regulations shall be closed the day of the event. No refunds or monies will be given or paid to Vendors who are closed for lack of compliance with State alcohol manufacturing and retail sales requirements or County Health Department regulations and requirements.
5. All alcohol Vendors activities are subject to final approval by the City of Franklin, its agents and employees. All Vendors must comply with Indiana statutes, City ordinances, Park Board rules, Johnson County Health Department regulations and any other applicable rule or regulations of any government agency, particularly in regard to matters of public safety and alcohol manufacturing and retail alcohol sales. Alcohol Vendors found in non-compliance with any statute, ordinance, rule or regulation will be closed and their space may be given to other Vendors.
6. All alcohol Vendors are expected to coordinate their waste disposal with Park staff.

Remainder of page intentionally left blank

Vendor Initials



agents and/or guests of the undersigned. Should VENDOR find that the facilities and/or property contain any problems and/or defects, he/she/it shall notify a member of the City or Parks and Recreation staff immediately and shall not permit himself/herself or any of his/her/its employees, volunteers, agents and/or guests to utilize said facilities or property until the problems and/or defects are remedied and/or eliminated. \_\_\_\_\_ (initial)

VENDOR agrees to abide by all the rules and regulations pertaining to such activity as may be designated by the City of Franklin, its agents or employees. VENDOR further acknowledges that he/she/it understands that there is some danger involved in his/her/its organization's participation in this event. VENDOR understands the risk involved and voluntarily assumes the risk of the possibility of any danger or injury to his/her person and/or others resulting from participation in this event.

The undersigned representative hereby certifies that his/her/its alcohol vendor organization is responsible for implementing and following all proper safety precautions to ensure the safety of his/her/its employees, volunteers, subcontractors, independent contractors, agents, guests and customers while each of the aforementioned participants is on City of Franklin property.

VENDOR further agrees that he/she/it shall be responsible for the proper conduct of his/her/its employees, agents, or volunteers and for proper care of City of Franklin property. VENDOR further agrees that he/she/it shall be solely responsible for the restoration of any City property used by him/her/it and/or his/her/its organization to its original condition should any damage occur or clean up following the event be required and that he/she/it will restore any property damage or return any property to equal or better condition if damaged by his/her/its employees, volunteers, subcontractors, guests and/or personnel.

VENDOR further agrees to pay the City for the use of City property as outlined in paragraph 2 of the Vendor Information and Agreement.

The undersigned person signing this Agreement on behalf of VENDOR represents and certifies that he/she has been authorized to sign this Agreement on VENDOR'S behalf and that all actions necessary to so authorize the undersigned has been taken.

The undersigned further acknowledges that he/she has read the foregoing, understands its terms and meaning and has made diligent inquiry concerning any questions about this document that he/she may have had.

I have read the waiver and release of liability/indemnification carefully and understand all the stated terms.

I have read the application for the 2022 Events and accompanying information. I hereby agree that I/we will abide by all statutes, ordinances, rules, regulations and requirements. I understand that failure to do so will result in disqualification for participation as a Retail Alcohol Sales Vendor.

Vendor Initials \_\_\_\_\_



2023 Event Dates for Franklin Parks & Recreation

Friday, May 19, 2023 - Concert  
Saturday, June 10, 2023 – Cruisin’ the Amp  
Friday, June 23, 2023 - Concert  
Monday, July 3, 2023 – Firecracker Festival  
Friday, July 28, 2023 - Concert  
Friday, August 25, 2023 - Concert  
Saturday, September 30, 2023 – Fall Festival

Friday, August 11, 2023 is Discover Downtown Franklin’s Hops & Vines

Vendor Initials HG

Client#: 63019

MALLRUN

**ACORD**<sub>TM</sub>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

01/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>EPIC Insurance Midwest</b> <b>1111 N. Main Street</b> <b>Franklin, IN 46131</b> <b>317 736-5522</b>	<b>CONTACT NAME:</b> Mary Stockdale <b>PHONE (A/C, No, Ext):</b> 463-777-6017 <b>FAX (A/C, No):</b> 463-777-6017 <b>E-MAIL ADDRESS:</b> mary.stockdale@epicbrokers.com														
<b>INSURED</b> <b>Mallow Run LLC dba Mallow Run Winery,</b> <b>Mallow Run Properties;%Bill Richardson</b> <b>6964 W. Whiteland Rd.</b> <b>Bargersville, IN 46106</b>	<table border="1"> <tr> <th data-bbox="803 472 1404 504">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1404 472 1534 504">NAIC #</th> </tr> <tr> <td data-bbox="803 504 1404 535"><b>INSURER A : United Fire and Casualty Company</b></td> <td data-bbox="1404 504 1534 535"><b>13021</b></td> </tr> <tr> <td data-bbox="803 535 1404 567"><b>INSURER B :</b></td> <td data-bbox="1404 535 1534 567"></td> </tr> <tr> <td data-bbox="803 567 1404 598"><b>INSURER C :</b></td> <td data-bbox="1404 567 1534 598"></td> </tr> <tr> <td data-bbox="803 598 1404 630"><b>INSURER D :</b></td> <td data-bbox="1404 598 1534 630"></td> </tr> <tr> <td data-bbox="803 630 1404 661"><b>INSURER E :</b></td> <td data-bbox="1404 630 1534 661"></td> </tr> <tr> <td data-bbox="803 661 1404 688"><b>INSURER F :</b></td> <td data-bbox="1404 661 1534 688"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : United Fire and Casualty Company</b>	<b>13021</b>	<b>INSURER B :</b>		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A : United Fire and Casualty Company</b>	<b>13021</b>														
<b>INSURER B :</b>															
<b>INSURER C :</b>															
<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		60524984	06/24/2022	06/24/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		60524984	06/24/2022	06/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		60524984	06/24/2022	06/24/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	60524984	06/24/2022	06/24/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an additional insured with respects to general liability when required by written agreement or contract, subject to the terms, conditions and limits as specified in the policy. Please see attached endorsement CG 73 17 10 21

**CERTIFICATE HOLDER****CANCELLATION**

City of Franklin  
 70 E Monroe Street  
 Franklin, IN 46131

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BEVERAGE ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following coverage is added to **SECTION I – COVERAGES:**  
**PRODUCT RECALL EXPENSE COVERAGE**

PREMIUM 250

#### 1. Insuring Agreement

- a. We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- b. We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE.**

#### 2. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- a. Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- b. Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- c. The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- d. Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- e. Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- f. "Bodily injury" or "property damage".
- g. Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- h. Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- i. Legal fees or expenses.
- j. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- k. "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- l. "Product recall expense" arising from the "product recall" of any of "your products" on or after the designated shelf life has expired.

- B. For the purposes of this endorsement, **SECTION II – WHO IS AN INSURED** is amended as follows:

#### 1. The following is added to Paragraph 1. in **SECTION II – WHO IS AN INSURED:**

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity.

However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

2. With respect to your "employees" who occupy positions which are supervisory in nature, Paragraph 2.a.(1) at **SECTION II – WHO IS AN INSURED** is replaced by the following :

#### (1) "Bodily injury" or "personal and advertising injury":

- (a) To you to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company); or

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person(s) or organization(s) as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **Additional Insured – Managers or Lessors of Premises**

Any person(s) or organization(s), but only with respect to liability for "bodily injury", "property damage" or "personal injury" and "advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However:

- a. The insurance provided to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

#### **C. For the purposes of this endorsement the following is added to SECTION III – LIMITS OF INSURANCE:**

1. With respect to the insurance afforded to additional insureds referenced in **SECTION II – WHO IS AN INSURED** of this endorsement, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable limits of insurance
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

2. With respect to **PRODUCT RECALL EXPENSE COVERAGE** the limits are as follows:

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expense" which is in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

#### **D. For the purposes of this endorsement the following changes are made to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**



**INDEPENDENT ALCOHOL VENDOR AGREEMENT  
FOR THE USE OF CITY PROPERTY  
WAIVER AND RELEASE OF LIABILITY/INDEMNIFICATION**

Please complete the following information. Send the original signed agreement to: Franklin Parks & Recreation, c/o Holly Johnston, 396 Branigin Blvd, Franklin, IN 46131.

**2023 EVENTS**

Vendor Business, Company and/or Organization Name: FRANKLIN ELKS LODGE 1818

Vendor Business, Company and/or Organization Address: 56 E JEFFERSON ST. FRANKLIN IN  
46131

If Vendor Business, Company and/or Organization is a Corporation, please state the following:

State of Incorporation: \_\_\_\_\_

Whether corporation is authorized to do business in Indiana: \_\_\_\_ Yes \_\_\_\_ No

Applicant/Contact's Full, Legal Name: ERIC KLINKOWSKI, c/o FRANKLIN ELKS

Applicant/Contact's Permanent Residential Address: 1058 E KING, FRANKLIN 46131

Primary Telephone #: 317 513 0491 Alternate Phone: 317 738 9924

Applicant's Date of Birth: 02 - 08 - 1967

Specify the alcoholic products to be sold, promoted/distributed: DRAFT BEER  
AND CANNED ALCOHOLIC SELTZERS.

Approval of all alcohol Vendor requests are subject to final approval by the City of Franklin, its agents and employees. All Vendors must comply with Indiana statutes, City ordinances, Park Board rules, Johnson County Health Department Regulations, and any applicable rule or regulation of any other government agency, particularly in regard to matters of public safety and alcohol manufacturing and sales. Vendors found in non-compliance with any statute, ordinance, regulation or rule will be closed or approvals rescinded. This document consists of six (6) pages all of which constitute the agreement between Vendor and City of Franklin.

Vendor Initials EL

## ALCOHOL VENDOR INFORMATION AND AGREEMENT

1. Alcohol Vendors are limited to sales of beer or wine manufactured by Vendor or permitted to be sold by Vendor per liquor license and law and are for consumption on premises only; package sales and sales as a distributor are prohibited unless Vendor has a valid license/permit to distribute alcohol.
2. Vendors agree to pay City for the use of the City Property based upon a portion of their sales and to provide itemized revenue/cost information upon request of City. Sales of alcohol will be done through the use of a drink ticket process only and Vendor agrees to use this City approved process exclusively. Cash sales by the Vendor are prohibited. Patrons at the events shall purchase drink tickets at a cost of Six Dollars (\$6.00) per ticket. These tickets will be sold exclusively by the City. Vendors shall not make cash sales of alcohol. At the conclusion of the event (within thirty (30) minutes), Vendor shall deliver to the City's authorized representative, the actual tickets they have collected for drinks served, on the day of the event. The Vendor shall be paid Five Dollars (\$5.00) per verified ticket. The City will make payment to the Vendor by check issued by the Clerk-Treasurer within ten (10) days of the event.
3. All alcohol Vendors MUST have completed all forms, applications, waivers and releases; must possess current liability insurance and proof of insurance, including a copy of the endorsement for liquor liability in an amount not less than \$2,000,000.00, and applicable State of Indiana alcohol manufacturing and retail alcohol sales permits or licenses. It is the responsibility of each individual Vendor to ensure that his/her paperwork is in order.

Upon execution of this Agreement, and prior to the Vendor commencing any services, the Vendor shall provide the City of Franklin with a Certificate of Insurance as evidence of Commercial General Liability insurance, Workers' Compensation and Automobile Liability for any employees, agents, or Subcontractors of the Vendor. The City of Franklin shall be listed as an Additional Insured on the Commercial General Liability and Liquor Liability, as noted below. Coverage will be primary & non-contributory and include a waiver of subrogation.

The coverage limits shall not be less than the following:

Commercial General Liability & Liquor Liability Insurance:

\$2,000,000 Each Occurrence

\$2,000,000 General Aggregate

Workers' Compensation and Employers' Liability Insurance: (or Exemption)

\$ 500,000 Bodily Injury by Accident

\$ 500,000 Bodily Injury by Disease - Policy Limit

\$ 500,000 Bodily Injury by Disease - Each Employee

Vendor Initials



Automobile Liability Insurance:  
\$1,000,000 Each Accident

Commercial Umbrella Liability:  
\$1,000,000 Each Occurrence  
\$1,000,000 Aggregate

All coverage shall be placed with an insurance company duly admitted in the State of Indiana and have an AM Best rating of "A-" or better. Each Certificate of Insurance shall provide that the insurer must give the City of Franklin at least 30 days' prior written notice of cancellation or termination of the coverage.

4. Alcohol Vendors must comply with State of Indiana alcohol manufacturing and retail alcohol sales requirements and regulations. **Alcohol Vendors must contact the Alcoholic Beverage Commission at (317) 232-2430 regarding its requirements for retail alcohol sales permits or licenses. Additionally, Vendors must contact the Johnson County Health Department at (317) 736-3773 regarding its requirements for proper permits, hand-washing stations, refrigeration and beverage handling.** Such permits or leases shall be visibly displayed by Vendor throughout the Event. Vendors who do not comply with State alcohol manufacturing and retail sales requirements and regulations and/or County Health Department requirements and regulations shall be closed the day of the event. No refunds or monies will be given or paid to Vendors who are closed for lack of compliance with State alcohol manufacturing and retail sales requirements or County Health Department regulations and requirements.
5. All alcohol Vendors activities are subject to final approval by the City of Franklin, its agents and employees. All Vendors must comply with Indiana statutes, City ordinances, Park Board rules, Johnson County Health Department regulations and any other applicable rule or regulations of any government agency, particularly in regard to matters of public safety and alcohol manufacturing and retail alcohol sales. Alcohol Vendors found in non-compliance with any statute, ordinance, rule or regulation will be closed and their space may be given to other Vendors.
6. All alcohol Vendors are expected to coordinate their waste disposal with Park staff.

Remainder of page intentionally left blank

Vendor Initials





**INDEPENDENT ALCOHOL VENDOR AGREEMENT  
FOR THE USE OF CITY PROPERTY  
WAIVER AND RELEASE OF LIABILITY/INDEMNIFICATION**

The undersigned ("VENDOR") agrees and understands that he/she/it is an independent alcohol vendor engaging in retail sales of beer or wine and that the City of Franklin, Indiana and/or Franklin Parks and Recreation is furnishing only the opportunity for the undersigned, as an independent alcohol vendor, to utilize City and/or Parks property and/or facility during the following event(s): \*See attached

for independent alcohol vendor purposes and the City is not providing responsibility, supervision or instruction. VENDOR agrees that for and in consideration of the use of aforementioned property and/or facility for this vendor activity and in consideration of being allowed to participate in the 2022 Events, VENDOR does freely and voluntarily enter into this waiver and release of liability/indemnification. VENDOR understands and is aware of the possible damages or loss from whatever causes that may arise from the approved usage of such property and/or facility for independent alcohol vendor activities and agrees to assume all risks in connection with the use of this property and/or facility and all risks in connection with retail alcohol vending activities. VENDOR for itself, himself, herself, his/her/its officers, employees, agents, heirs, executors, administers and assigns, forever releases, discharges, holds harmless, and waives any and all claims and causes of action of any nature or kind whatever, against the City of Franklin, Indiana, its employees, officials, officers and agents, for any and all claims, liabilities, damages, costs, expenses (including attorney's fees), demands or causes or rights of action of whatever kind or name either in law or in equity caused by any accident or incident which may occur as a result of, or arise from, VENDOR'S utilization of this property and/or facility for retail alcohol vending activities, including claims of negligence by the City of Franklin, its employees, officials, officers and agents. VENDOR agrees to indemnify, defend and hold harmless the City of Franklin, its employees, officials, officers, agents and volunteers from and against any and all liabilities, claims damages, costs, expenses (including attorney's fees), demands, actions or rights of action of whatever kind or name, including negligence by the City of Franklin, Indiana its employees, officials, officers and agents, in law or equity, brought or caused by the undersigned, its officers, employees, agents, his/her family, heirs, assigns and any other party, related to or arising from VENDOR'S use of property and/or facility for VENDOR'S retail alcohol vendor activity or related to or arising from VENDOR'S retail alcohol vending activities. VENDOR further agrees to indemnify, defend and hold harmless the City of Franklin, its employees, officials, officers, agents and volunteers from and against any and all liabilities, claims, damages, costs, expenses (including attorney's fees), demands, actions or rights of action of whatever kind or name, including negligence by the City of Franklin, its employees, officials, officers, agents, either in law or equity, brought by third parties related to or arising from VENDOR'S use of property and/or facility for VENDOR'S retail alcohol vendor activity or related to or arising from VENDOR'S retail alcohol vending activities.

VENDOR further acknowledges that he/she/it shall inspect the facilities and/or property prior to their usage and ensure that said facilities/property is neat, clean, safe, satisfactory for his/her/its use and purposes, and in a good state of repair, and that there are no problems with the facility and/or defects with the property posing threat of injury of any kind to any volunteers, employees,

Vendor Initials 

agents and/or guests of the undersigned. Should VENDOR find that the facilities and/or property contain any problems and/or defects, he/she/it shall notify a member of the City or Parks and Recreation staff immediately and shall not permit himself/herself or any of his/her/its employees, volunteers, agents and/or guests to utilize said facilities or property until the problems and/or defects are remedied and/or eliminated.       *JS*       (initial)

VENDOR agrees to abide by all the rules and regulations pertaining to such activity as may be designated by the City of Franklin, its agents or employees. VENDOR further acknowledges that he/she/it understands that there is some danger involved in his/her/its organization's participation in this event. VENDOR understands the risk involved and voluntarily assumes the risk of the possibility of any danger or injury to his/her person and/or others resulting from participation in this event.

The undersigned representative hereby certifies that his/her/its alcohol vendor organization is responsible for implementing and following all proper safety precautions to ensure the safety of his/her/its employees, volunteers, subcontractors, independent contractors, agents, guests and customers while each of the aforementioned participants is on City of Franklin property.

VENDOR further agrees that he/she/it shall be responsible for the proper conduct of his/her/its employees, agents, or volunteers and for proper care of City of Franklin property. VENDOR further agrees that he/she/it shall be solely responsible for the restoration of any City property used by him/her/it and/or his/her/its organization to its original condition should any damage occur or clean up following the event be required and that he/she/it will restore any property damage or return any property to equal or better condition if damaged by his/her/its employees, volunteers, subcontractors, guests and/or personnel.

VENDOR further agrees to pay the City for the use of City property as outlined in paragraph 2 of the Vendor Information and Agreement.

The undersigned person signing this Agreement on behalf of VENDOR represents and certifies that he/she has been authorized to sign this Agreement on VENDOR'S behalf and that all actions necessary to so authorize the undersigned has been taken.

The undersigned further acknowledges that he/she has read the foregoing, understands its terms and meaning and has made diligent inquiry concerning any questions about this document that he/she may have had.

I have read the waiver and release of liability/indemnification carefully and understand all the stated terms.

I have read the application for the 2022 Events and accompanying information. I hereby agree that I/we will abide by all statutes, ordinances, rules, regulations and requirements. I understand that failure to do so will result in disqualification for participation as a Retail Alcohol Sales Vendor.

Vendor Initials       *JS*

EJL

Signature of Owner/Co. Vendor Initials

**Vendor Initials:**

EK

ERIC KLINKOWSKI

City of Franklin

Date \_\_\_\_\_

Questions? Contact Holly Johnston @ 317-346-1198 or [hjohnston@franklin.in.gov](mailto:hjohnston@franklin.in.gov).

Vendor Initials

5



2023 Event Dates for Franklin Parks & Recreation

Friday, May 19, 2023 - Concert

Saturday, June 10, 2023 – Cruisin' the Amp

Friday, June 23, 2023 - Concert

Monday, July 3, 2023 – Firecracker Festival

Friday, July 28, 2023 - Concert

Friday, August 25, 2023 - Concert

Saturday, September 30, 2023 – Fall Festival

Friday, August 11, 2023 is Discover Downtown Franklin's Hops & Vines

Vendor Initials

A handwritten signature in black ink, appearing to be a stylized 'A' or 'H' with a horizontal line through it.