

**Town of Ashfield, MA  
Lighted Boat Parade**

**Grant Agreement**

This Agreement is between the Town of Ashfield, a municipality in the Commonwealth of Massachusetts (hereinafter the "**TOWN**"), with offices located at 412 Main Street, Ashfield, MA 01330, and the grantee named below:

Name:  
Mailing Address:  
City, State, Zip:

Email address:  
Phone:

Artwork Name:

(hereinafter the "**ARTIST**") for services to be provided as set forth herein including creation of the lighted art boat named above (hereinafter the "**ARTWORK**").

**By signing this GRANT AGREEMENT, the ARTIST and TOWN agree to:**

**Scope of Work: General**

1. The Town is organizing a Lighted Boat Parade, with the following public purpose of support or stimulation: **A celebration of art, culture, and our local landscape meant to connect people at Ashfield Lake.** To this end, the Town released a Call for Temporary Public Art, convened a selection committee to review applications based on timelines and criteria outlined in the Call, and is entering into Grant Agreements with selected artists to commission the artwork necessary for this free public event.
2. The TOWN will put on a Lighted Boat Parade on September 12, 2026 (rain date Sunday, September 13, 2026) on Ashfield Lake in Ashfield, MA and will include the ARTWORK made by ARTIST. Calling of the rain date will be at the sole discretion of the TOWN. If both September 12 and 13 are rained out the TOWN will try to reschedule to another date. The TOWN will publicize the event, will arrange for complementary programming, and will oversee safety measures including but not limited to those identified in the Safety section below.
3. The ARTIST will complete the fabrication of the ARTWORK by September 12, 2026, in compliance with all safety requirements. The design concept of the ARTWORK made by the ARTIST should be substantially similar to the design proposed in the ARTIST's Application (incorporated hereto) unless the ARTIST has received written approval from the TOWN.
4. The ARTIST shall arrange for the transportation of their ARTWORK to and from Ashfield Lake on the scheduled date of the Lighted Boat Parade.
5. The ARTIST must remove or arrange for removal of their ARTWORK from Belding Memorial Park on the day of the Lighted Boat Parade, unless prior written permission is given by the TOWN.

**Scope of Work: Safety**

6. The TOWN's **Public Safety Team** will have an emergency plan in place for the event. and will be onsite at the Lighted Boat Parade. The Police Department will be onsite for traffic control, crowd management, and emergency response should it be required. The Fire Department will be onsite with a first aid station and water rescue equipment including motorized emergency rescue boats for emergency rescue/response should it be required.
7. The TOWN will provide at least two control boats captained by volunteers on the water during the parade to help direct and monitor the parade participants. These volunteers are also there to help with any minor issues and or help the Fire Department locate persons in an emergency.
8. At the appropriate times, the TOWN will send reminders of deadlines and will share with participants the documents that need to be completed for the following requirements.
9. By July 31, 2026, the ARTIST will identify to the TOWN the names and contact details of the people who will captain, crew and/or perform with the ARTIST's ARTWORK in the Lighted Boat Parade.
  1. Each boat will have one Captain and anyone else who will be on the boat will be Crew. Participants must comply with all boater safety laws in the Commonwealth of Massachusetts including any applicable safety education requirements for their boat type.
  2. Captains must be age 15 or older. Younger children may be Crew if accompanied by an adult age 18 or older with a ratio of 1 adult to no more than 2 children.
  3. Captains and Crew should be comfortable and familiar with their vessels and should be able to maneuver their boats safely and confidently during the parade in dark conditions.
10. By August 31, 2026, the ARTIST and all **Captains** and **Crew** (and parents/guardians if applicable) will complete **Liability Waivers** and **Parade Night Safety & Conduct Agreements** provided by the TOWN. The Liability Waiver is a standard Participant Release, Waiver of Liability, and Indemnity Agreement. The Parade Night Safety & Conduct Agreements is a commitment to comply with all parade safety and conduct requirements. Both are attached hereto and incorporated into this agreement.
11. By August 31,2026, the ARTIST will complete an **Artwork Safety Checklist** providing safety and compliance assurances for the ARTWORK and will provide to the TOWN at least one photograph of the ARTWORK. The Artwork Safety Checklist is attached hereto and incorporated into this agreement.
12. The TOWN will check the ARTWORK on arrival at the Lighted Boat Parade. TOWN staff will use the **Artwork Safety Checklist** as a guide to make sure the ARTWORK is safe to participate in the event. The TOWN has the authority to prohibit the ARTWORK from participating in the event if they feel the boat or its crew are unsafe for the event; this would also disqualify the ARTIST from receiving the final payment of the grant. The Town reserves the right to reject any and all art work that deviates from the proposal submitted and/or is offensive, discriminatory or otherwise inappropriate for the event.

13. The TOWN will hold a briefing in the upper parking lot of Belding Memorial Park on September 12, 2026 at [TBD/6:00 pm]. All Captains and Crew must attend unless prior arrangements are made in writing. The briefing will cover parade logistics, emergency situations, and codes of conduct while on the water.
14. Prior to each ARTWORK going in the water for the Lighted Boat Parade, the TOWN will ensure that all those aboard are wearing a secured Coast Guard Approved Personal Flotation Device.

### **Payment Terms and Schedule**

15. The maximum sum payable by the TOWN to the ARTIST under the terms of this Grant Agreement will be one thousand dollars (\$1,000). This amount is inclusive of all costs incurred by the ARTIST related to or in performance of this Grant Agreement.
16. The ARTIST will complete a W-9 Form and submit it with this signed Grant Agreement.
17. The TOWN will issue the first payment of \$500 to the ARTIST after this Grant Agreement has been executed including the required W-9.
18. The TOWN will issue the final payment of \$500 after the ARTWORK has been created and piloted in the Lighted Boat Parade as required by this Grant Agreement.
19. The ARTIST will be required to reimburse the town for the first payment if their ARTWORK does not participate in the Lighted Boat Parade.
20. The TOWN, in its sole discretion, will determine when requirements for payment have been met.

### **Indemnification & Acknowledgement of Inherent Risks**

21. The ARTIST agrees to perform all work under this Grant Agreement as an independent contractor and not as an agent or employee of the TOWN.
22. The ARTIST and TOWN acknowledge that despite our efforts to ensure the safety of all participants, the Lighted Boat Parade is not without risk and certain risks cannot be eliminated without destroying the unique character of a Lighted Boat Parade held on an autumn evening in New England. Risks include but are not limited to capsizing, cold water, low-visibility, injury and/or death.
23. The ARTIST shall hold the TOWN harmless from any and all causes of action, lawsuits or claims for damages of any kind the ARTIST may have arising out of the ARTIST's participation in the event. And further the ARTIST shall indemnify the TOWN from any and all causes of action, lawsuits or claims for damages of any kind brought by Captain or Crew against the TOWN arising out of a Captain or Crew's participation in the event.

### **Copyright**

24. All ownership of the work created is retained by the ARTIST.
25. The ARTIST grants the TOWN an irrevocable license to make reproductions of the ARTWORK for non-commercial purposes, including, but not limited to, in brochures,

media publicity, and town reports or other similar publications and at no cost to the town. The TOWN shall use their best efforts to give acknowledgment to the ARTIST by name.

- 26. The ARTIST shall use their best efforts to give acknowledgment to the TOWN and the Lighted Boat Parade in reproductions and re-use of the ARTWORK including, but not limited to websites, resumes, and artistic displays.

**Governing Law**

- 27. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any action hereunder will be brought in a Court of competent jurisdiction in the Commonwealth of Massachusetts and, to the extent possible, in Franklin County.

**Entire Understanding.**

- 28. This Agreement, together with the attachments hereto, represents the entire understanding of the Parties, and no Party is relying upon any representation not contained herein.

**Term of Agreement**

- 29. The term of this Grant Agreement will begin when executed by all parties hereto, and will end on the later of either September 15, 2026, or after final payment/repayment has been issued to/from the ARTIST, if applicable.
- 30. This Grant Agreement may be terminated early by either party, except as provided in Section 29.
- 31. Notices shall be delivered to ARTIST’s mailing address on Page 1 of this Grant Agreement for the ARTIST, and the Primary Town Contact for the TOWN, as below.

**ARTIST**

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

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

**TOWN OF ASHFIELD**

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

Name: Chair Ashfield Select Board

**Primary Town Contact:**  
 Alexis Fedorjaczenko, Town Clerk  
 Town of Ashfield  
 412 Main Street / PO Box 560  
 Ashfield, MA 01330  
 Email address: [townclerk@ashfield.org](mailto:townclerk@ashfield.org)  
 Phone: (413) 628-4441 x5

**PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

To be completed by the **ARTIST** and by all **Captains** and **Crew** by August 31, 2026. You will not be allowed to participate in the Lighted Boat Parade without completing this agreement.

**Participant's Name:** \_\_\_\_\_

**Participant's Date of Birth:** \_\_\_/\_\_\_/\_\_\_\_\_

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

**City/State/Zip:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

In consideration of being permitted to participate in the **Lighted Boat Parade on Ashfield Lake** (hereinafter "Program") I, the undersigned, on my behalf and for my heirs, personal and/or legal representatives, next of kin, and assigns (hereinafter collectively referred to as "I" or "ME"), hereby:

1. **RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE the Town of Ashfield**, its agents, servants, employees, officials, volunteers, contractors, representatives (hereinafter the "Town") from any and all liability, claims, demands, actions, suits, loss and causes of action whatsoever arising out of or related to any loss, damage, or injury, including, but not limited to, death, illness, injury and/or disease, and including any death, illness, injury and/or disease in any way related to or arising out of the novel coronavirus (COVID-19), that may be sustained by the Participant and/or arising out of or related to the Participant's participation in the Program, regardless of whether they arise in tort, contract, strict liability, or other legal theory. This Adult Participant Release, Waiver of Liability, and Indemnity Agreement shall not apply to any injury or harm (including death) caused by gross negligence.
2. **AGREE TO INDEMNIFY, SAVE and HOLD HARMLESS the Town** from any and all liability, claims, demands, actions, suits, loss, and causes of action and any cost it may incur, including court costs and attorneys' fees, arising out of or related to my participation in the Program, regardless of whether they arise in tort, contract, strict liability, or other legal theory.
3. **ACKNOWLEDGE** that my participation in the Program may be dangerous and may involve the risk of serious injury and/or illness, including COVID-19, and/or death and **ASSUME** full responsibility for any risk of loss, death, illness, injury and/or disease which I may sustain arising out of or related to the Program whether known or unknown and whether caused by the negligence of the Town or otherwise.
4. **AGREE** that this Adult Participant Release, Waiver of Liability, and Indemnity Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts and that, in the event any portion of this document is deemed unlawful or unenforceable, said portion shall be severable and the balance of the terms shall continue in full legal force and effect.

5. AGREE, if signing on behalf of a minor, that I, the undersigned, am the parent or legal guardian of the Participant. I hereby execute this Participant Release, Waiver of Liability, and Indemnity Agreement on the Participant's behalf. I understand that by executing this agreement on behalf of the Participant, I am binding the Participant and ME to the terms of this Participant Release, Waiver of Liability, and Indemnity Agreement.

I HAVE READ THIS ADULT PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

---

<b>Participant</b> Printed Name	Signature	Date
------------------------------------	-----------	------

---

<b>Parent or Guardian, if participant is under 18 years of age</b> Printed Name	Signature	Date
--	-----------	------

## PARADE NIGHT SAFETY & CONDUCT AGREEMENT

To be completed by the **ARTIST** and by all **Captains and Crew** by August 31, 2026. If the ARTIST is participating in the parade they will be considered Captain or Crew. as applicable You will not be allowed to participate in the Lighted Boat Parade without completing this agreement.

**Read and initial each requirement, then sign and print your name below.**

\_\_\_\_ Participants must comply with all boater safety laws in the Commonwealth of Massachusetts including any applicable safety education requirements for their boat type.

\_\_\_\_ Each boat will have one Captain, who must be age 15 years or older; the Captain will be in charge of the boat on Parade Night. Other people may be on board as Crew under the leadership of the Captain; any Crew under the age of 15 must be accompanied by an adult 18 years of age or older, with a ratio of one (1) adult to no more than two (2) children per boat.

\_\_\_\_ Captain and Crew must supply their own Coast Guard Approved Personal Flotation Devices ("PFD") (aka lifejacket) and wear their PFD through the entire Lighted Boat Parade course. No participant will be allowed to enter the water without wearing a secured PFD.

\_\_\_\_ All Captains and Crew must arrive by [TBD/5:00 pm] at the upper parking lot of Belding Memorial Park in Ashfield, MA. This is to ensure everyone is present for a briefing that will cover parade logistics, emergency situations, and codes and conduct while on the water.

\_\_\_\_ The Town of Ashfield will provide each Captain and Crew member with a submersible safety whistle and LED/Glow Stick; these must be attached to your PFD during the parade.

\_\_\_\_ Engaging in the Lighted Boat Parade may require a degree of skill and knowledge different from other activities. Captains and Crew are responsible for being prepared, familiar with their vessels, and able to maneuver safely and confidently during the parade in dark conditions.

\_\_\_\_ Artists, Captains, and Crew must follow all safety requirements and instructions from the Town of Ashfield parade organizers, control boats, and Public Safety Team on parade night.

\_\_\_\_ Artists, Captains, and Crew should act professionally and respectfully to all other participants. These conduct requirements apply to verbal and non-verbal communications with people, and to your awareness of and interactions with other boats on the water and during loading/unloading. Offensive, derogatory, or abusive language or behavior will not be tolerated. Please bring a good attitude and be mindful of others.

\_\_\_\_ The use of alcohol and/or drugs is strictly prohibited for all Artists, Captains and Crew while participating in the Lighted Boat Parade.

**I have read, understand, and will comply with all of the Lighted Boat Parade safety and conduct requirements above.**

---

<b>Participant</b>	Signature	Date
Printed Name		

---

<b>Parent or Guardian, if participant is under 18 years of age</b>	Date
Printed Name	Signature

Town of Ashfield **Contact for day-of needs** – Alexis Fedorjaczenko, Town Clerk ###

