



## Vendor Application Form

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

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

List all products you will be selling at the market:

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## **Vassar Farmers Market Insurance Waiver**

**I, AS A VENDOR/APPLICANT, BY SIGNING BELOW, CONSENT TO MY PARTICIPATION, AS WELL AS THE PARTICIPATION OF MY INVITED GUESTS OR PATRONS, IN THE VASSAR FARMERS MARKET AND/OR ENTRY THEREON AND HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE VASSAR DOWNTOWN DEVELOPMENT AUTHORITY (“DDA”), VASSAR FARMERS MARKET, CITY OF VASSAR, AND ANY OF THEIR REPRESENTATIVES, EMPLOYEES, AGENTS, AFFILIATES, AND/OR ASSIGNS (HEREINAFTER “HOST PARTIES”).**

**I FURTHER RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE HOST PARTIES, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTIONS RESULTING FROM MY (OR MY BUSINESS) PARTICIPATION IN THE VASSAR FARMERS MARKET, INCLUDING, BUT NOT LIMITED TO, DAMAGES CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE HOST PARTIES OR OTHERWISE. IF, DESPITE THIS RELEASE, I, OR ANY OTHER INDIVIDUAL, MAKES A CLAIM AGAINST ANY OF THE HOST PARTIES, THEIR AGENTS AND ASSIGNS, AS A RESULT OF MY PARTICIPATION IN THE VASSAR FARMERS MARKET.**

**I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE HOST PARTIES FROM ANY COSTS THEY MAY INCUR, INCLUDING ATTORNEYS FEES DUE TO THE CLAIM MADE AGAINST ANY OF THE HOST PARTIES, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE HOST PARTIES OR OTHERWISE.**

**I HEREBY GRANT PERMISSION FOR THE HOST PARTIES TO USE ANY PHOTOS, VIDEOTAPE, ETC. TAKEN OF MY PRODUCTS, MYSELF, OR MY PERSONNEL IN ANY AND ALL PUBLICITY, ADVERTISING OR PROMOTION OF THE MARKET, AND/OR HOST PARTIES WEBSITES.**

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE VASSAR FARMERS MARKET VENDOR APPLICATION/ VENDOR DISCLAIMER OF LIABILITY AND INDEMNIFICATION FORM AND THE VASSAR FARMERS MARKET POLICIES AND PROCEDURES, AND THAT I HEREBY AGREE TO ABIDE BY THE TERMS PRESENTED AND CONTAINED WITHIN SAID DOCUMENTS.**

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**VENDOR/APPLICANT SIGNATURE**

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**DATE**

## Vassar Farmers Market Rules

1. Market runs Saturdays June - October from 9 a.m. until 2 p.m. in T. North Pavilion, Downtown Vassar
2. This market is designed for the sales of fresh, locally grown fruits and vegetables and entrepreneurs engaged in the cottage/art and craft industries. Locally grown, community produced, food, fiber, and hand-made are all key words that are best used to describe the intent of this market. **Animal sales are not permitted.**
3. Produce must be fresh and of high quality. Produce must be sold in its harvested raw form, without slicing.
4. Samples of food products given to the public must be handled as outlined by State and/or County regulations
5. Set-up must be completed between 8 am and 9 a.m. for safety and for Market operations. If a vendor wishes to bring additional items to their space during Market hours, the vendor must carry those items from their parked vehicle.
6. All vendors must park their vehicles in the municipal parking lot.
7. Vendors must notify the Market Master if a vendor must close earlier than 2 p.m. If a vendor dismantles their space before the Market ends, their items must be carried to their parked vehicle; no loading in the Market area is allowed until after 2 p.m.
8. Space size is 10 ft by 8ft (depth may be less or more based on location)
9. Space rental is \$10.00 each per day.
10. Vendor spaces are rented on a first-come, first-served basis.
11. Vendors are responsible for providing their own table and chairs. Spaces are designed for an 8' table with 2' at each end of the table for vendors to walk around the exhibit. Vendors may bring and utilize tents. Dimension of the tent(s) need to fit within the 10ft by 8ft space unless additional adjacent spaces are rented by the vendor.
12. Vendors are responsible for their own trash removal. No dumpsters or receptacles are provided with the exception for customer use.
13. The market manager is responsible for event management of the venue. All questions concerning the venue are to be directed to the market manager.
14. In the event a disagreement or dispute occurs between the vendor and the market manager, the dispute may be reviewed at the vendor's request. Requests shall be in writing and submitted to the Vassar DDA. The dispute will be reviewed at the next regular meeting of the Vassar DDA. The Vassar DDA's decision in all disagreement or dispute matters shall be final.
15. Vendors are to provide a copy of their current certificate of insurance for liability or sign the attached waiver.
16. The Vassar Farmers Market is not liable for any non-compliance with USDA, Michigan Department of Agriculture (MDA), or Tuscola County Department of Environmental Health regulations.