

# HPG “The Market” Rule’s of Operations Acknowledgement

Vendor Business Name \_\_\_\_\_

Vendor Point of Contact Name \_\_\_\_\_

Vendor Phone Number \_\_\_\_\_

Vendor Email \_\_\_\_\_

By filling out/signing this letter you agree that you have **received, read, understood, and agree to all rules** as outlined in the HPG The Market Rules of Operations packet.

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

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

# HPG The Market Vendor Application Form for Farmers

## Page 1

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

Farm/Business Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_ Texting Available? Yes \_\_\_\_\_ No \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

### Preferred Method of Contact:

\_\_\_\_\_ Phone Call \_\_\_\_\_ Text \_\_\_\_\_ Email \_\_\_\_\_ Facebook Message

List ALL Products to be sold; if required add to separate sheet and file with application:

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

### All Vendor's as applicable

Sales Tax # \_\_\_\_\_ Health Department # \_\_\_\_\_

Fire Permit # \_\_\_\_\_ Home Processing # \_\_\_\_\_

Agricultural & Market # \_\_\_\_\_

### Certificates to be provided as Applicable / Required,

\_\_\_\_\_ Certificate of Liability Insurance:

Certificate Name: Hornell Partners for Growth & Steuben Trust Address: 1 Steuben Square

\_\_\_\_\_ Health certificate \_\_\_\_\_ Rules agreement

\_\_\_\_\_ Other specific Certificate: \_\_\_\_\_

By signing this application, I agree that I have read the rules and regulations of the HPG "The Market" and agree to comply with them. Further, I agree to sell only those items listed in the Vendor Application form unless an additional request is granted at a later date. I acknowledge full responsibility for all my actions and activities in the Market (and for those assisting me) throughout the term of this season's market.

I acknowledge the authority of the Hornell Partners for Growth Board to settle any disputes regarding product legitimacy, procedural and vendor conduct violations, including possible suspension or removal from the Market. Copies of all necessary licenses and applicable vendor application fees must accompany this application.

Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

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

# Hornell Partners for Growth “The Market” Application for Farmers Form Page 2

Please indicate your days of participation and return with our application.

\_\_\_\_\_ Summer Market Bundle of \$55.00

\_\_\_\_\_ \$5.00 Per Event

Please check the dates you will be able to attend.

\_\_\_\_\_ July 10<sup>th</sup>

\_\_\_\_\_ July 17<sup>th</sup>

\_\_\_\_\_ July 24<sup>th</sup>

\_\_\_\_\_ July 31<sup>st</sup>

\_\_\_\_\_ August 7<sup>th</sup>

\_\_\_\_\_ August 14<sup>th</sup>

\_\_\_\_\_ August 21<sup>st</sup>

\_\_\_\_\_ August 28<sup>th</sup>

\_\_\_\_\_ September 4<sup>th</sup>

\_\_\_\_\_ September 11<sup>th</sup>

\_\_\_\_\_ September 18<sup>th</sup>

\_\_\_\_\_ September 25<sup>th</sup>

## Emergency Contact Information:

Primary Emergency Point of Contact: \_\_\_\_\_

Primary Emergency Phone Number: \_\_\_\_\_

Secondary Emergency Point of Contact: \_\_\_\_\_

Secondary Emergency Phone Number: \_\_\_\_\_

Return this application to

HPG The Market

P.O. Box 467

Hornell, New York 14843

Make all checks/Money Orders out to: Hornell Partners for Growth

# Indemnity Agreement

WHEREAS, \_\_\_\_\_, a vendor, charitable organization or other type of entity (User) desires to participate in the Hornell “The Market”; and

WHEREAS, such organization meets the criteria for participation in the Hornell “The Market” and agrees to obey the rules of the market and understands the nature of operating within the Hornell “The Market” and their responsibilities as a Market Vendor or Participant in the market, including assuming responsibility for safe operation and conduct of their business within the market; the User agrees to indemnify, hold harmless and defend the Hornell Partners for Growth, its officers, agents and employees from and against all liability for and all claims, suits, demands, and/or actions for damages, injuries to person (including death), property damage (including loss of use) and expenses including court costs and attorney’s fees and other reasonable costs occasioned by or arising out of User’s presence within the market area permitted by the City of Hornell conducted in connection with or incidental to participation and arising out of or resulting from the intentional acts or negligence of User, its officers, agents, employees, or person participating in the event sponsored by the User.

User further agrees that it shall, at all times, exercise reasonable precautions on behalf of and be solely responsible for the safety of its officers, agents, employees, participants, visitors and other persons as well as their property, while in or on the market and surrounding areas. It is expressly understood and agreed that the City of Hornell shall not be liable or responsible for the negligence of User, its agents, servants, employees, customers, visitors and participants.

It is further agreed with respect to the above indemnity, that the Hornell Partners for Growth and User will provide the other with prompt and timely notice of any incident in any way directly or indirectly, contingently or otherwise affected or which might affect the User or Hornell Partners for Growth.

User further agrees that this indemnity provision shall be considered as an additional remedy for the Hornell Partners for Growth and not as an exclusive remedy.

\_\_\_\_\_ (initial) As a vendor or participant, I understand that myself, my business/organization, my employees and affiliates are not covered by the Hornell Partners for Growth’s insurance policy at any event that we participate in. I understand that if I want to be protected, I must obtain insurance. Hornell Partners for Growth strongly encourages all vendors and participants to obtain and provide a Certificate of Liability with Hornell Partners for Growth listed as the Certificate Holder and to provide this to the BID Manager before attending any event.

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

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

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

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

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