

HPG Farmers 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 Farmers Market Rules of Operations packet.

Printed Name: _____ Signature: _____

Date: _____

HPG Farmers Market Vendor Application Form Page 1

Name: _____ Date: _____

Farm/Business Name: _____

Address: _____

Telephone: _____ Cell: _____ Texting Available? Yes _____ No _____

E-Mail: _____

Website: _____

Number of spaces requested: _____ Booth will require electricity: Yes _____ No _____

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 # _____

Agricultural Vendor

Farm Acreage: _____ # of acres in Pasture _____ # of acres in Greenhouse _____

of acres in Orchard _____ # of acres in Crops _____

Certificates to be provided as required,

_____ Certificate of Liability Insurance: Certificate Name: Hornell Partners for Growth, 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 Farmers 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 Farmers Market Vendor Application

Form Page 2

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

_____ Summer Market Bundle of \$55.00

_____ Summer Market bundle of \$80.00 for Food Truck

_____ \$5.00 Per Event

Please check the dates you will be able to attend.

_____ July 10th _____ July 17th _____ July 24th

_____ July 31st _____ August 7th _____ August 14th

_____ August 21st _____ August 28th _____ September 4th

_____ September 11th _____ September 18th _____ September 25th

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 Farmers 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 Farmers Market; and

WHEREAS, such organization meets the criteria for participation in the Hornell Farmers Market and agrees to obey the rules of the market and understands the nature of operating within the Hornell Farmers 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: _____