

Farm/Business Name:
Contact Name:

**Broome County Regional Farmers Market
Vendor Application 2018**

Thank you for your interest in becoming a vendor at the Broome County Regional Farmers Market! Vendors interested in participating in the Broome County Regional Farmer's Market must complete this application form.

We are currently accepting vendor applications with proof of insurance, licensing and certifications. All forms must be completed with application for approval.

Please review the market handbook before completing the application to ensure compliance with all market policies and regulation as well as sign and return the compliance statement at the end of the packet.

Date: _____

Business Information:

Mailing Address:

County _____

Phone: _____

Email address: _____

Website/Social Media: _____

Optional:

Gender (business owner): _____

Ethnicity (business owner): _____

What category of product(s) do you plan to sell at the market? (For example: meats, vegetables, fruits, eggs, baked goods, organic, other). Farmers- submit a crop plan attached to this application.

*Please note- Market manager reserves the right to reject certain products based on market saturation. The manager will let you know what's been accepted or rejected if approved to vend.

Farm/Business Name:

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Licenses: Please fill in all that apply and include copies of all certs/licenses.

Sales Tax # _____ Organic Certification # _____

Health Dept # _____ Home Processing # _____

Ag & Markets # _____ Nursery/Growers License # _____

Insurance: Proof of general and product liability coverage in a minimum amount of \$1 million dollars/\$2 million aggregate naming Cornell Cooperative Extension of Broome County as the certificate holder must be submitted before providing product for sale in the Market. A copy of the Certificate of Insurance must remain current and on file with the market. With application submission, please provide Cornell Cooperative Extension of Broome County with copies of all permits, licenses, certifications and other approvals to produce and market your products as a condition of selling products in the Market.

Anticipated Selling Season:

*Please indicate the season(s) during which you would like to sell. Please note that this application is good for 1 full year, therefore all markets of interest must be checked now. Preference will be given to vendors who participate year-round, then opened up to seasonal vendors, and then the public.

_____ Winter, Jan 6th – April 28th (17 weeks)

_____ Summer, May 5th – Oct 27th (26 weeks)

_____ Holiday, Nov 3rd – Dec 29th (9 weeks)

Selling Days: Please indicate the markets days at which you would like to sell:

_____ Saturdays, 9-1

_____ Tuesday's, June 5th-Sept 25th (17 weeks)

Stalls/Fees: Please check one space,

_____ Standard Stall 10x10 \$25 per Saturday/ \$20 per Tuesday

_____ Outdoor Stall 10x10 \$20 per Saturday/Tuesday

_____ Food Trucks \$40 per Saturday/ \$30 per Tuesday, additional \$15 electricity fee per day

_____ Classroom (sizes vary/ \$20- even if not checked, there is still a chance of placement)

_____ *Other (explain) _____

*Subject to availability at Managers discretion. ** Placements will go to year-round vendors first.

Farm/Business Name:
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Market Experience: Please check one.

_____ Have not participated in any farm market selling

_____ Have participated in the following markets (please list): _____

I hereby declare that I have read the 2016 Broome County Regional Farmers Market Handbook and agree to abide by all policies established therein.

Signature _____

Date _____

The Market Manager will notify the vendor of acceptance or denial. At times, all market spots may be full, in which case the interested vendor may be asked to move to a different market day or be placed on a waiting list for a future opening or as a drop-in vendor.

The market manager will calculate your cost of vending at the farmers market. The market manager will notify you of this cost and will request payment once the application has been approved. Half season and full season payments are accepted. First payment must be made 2 weeks prior to 1st market date for each season.

Please send completed applications with all forms completed to AW738@cornell.edu, hand in at current market or mail to:

Cornell Cooperative Extension
Re: Market Manager
840 Upper Front St
Binghamton, NY 13905

Questions? Please contact Amy Willis at above email or (607) 584-5019.

Farm/Business Name:
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Participation in Broome County Regional Farmers Market Vendor Form 2016

This **SERVICES AGREEMENT** ("Agreement") is between _____
("Vendor"), located at _____ and
CORNELL COOPERATIVE EXTENSION of BROOME COUNTY and its affiliates, ("Extension",
"we", "us" or "our"), located at 840 Upper Front St, Binghamton NY 13905 and is effective
_____ ("Agreement Effective Date").

1. SERVICES DESCRIPTION (Fully Describe Services to be performed, attach proposal or purchase order documents and note here):

2. PROCESS; TIMELINE DESCRIPTION:

3. TERM AND TERMINATION. This Agreement shall commence as of the Effective Date and shall continue until three years from the Effective Date.

4. FEES; PAYMENT:

The making of any payments by us, or receipt thereof by Vendor, shall not be evidence of our acceptance of additional terms set forth in the invoice or our waiver of any warranties or requirements hereunder. We expressly reject any terms contained in any of Vendor's invoices.

5. WARRANTIES.

a. Infringement. Vendor warrants that the Services and Deliverables, if any, provided hereunder will not infringe on any third party's intellectual property or moral rights, nor upon any third party's rights of personality or publicity.

b. Authority. Each party warrants that: (i) they have the power and authority to enter into and perform this Agreement; (ii) the Agreement will be a legally valid and binding obligation enforceable against either party; and (iii) there are no pending or threatened litigation actions, claims or proceedings, and there are no pending judicial or administrative orders or rules, that would materially impact their ability to perform hereunder.

c. Performance. Vendor warrants that it will perform its obligations in a timely, workmanlike manner, in accordance with industry best practices and agreed specifications.

d. Compliance with Laws. Vendor warrants that neither its execution of this Agreement nor its performance of the Services violate any applicable law, regulation, or rule of any authority having jurisdiction, including without limitation OFAC (including without limitation, privacy, import, export, currency control, labor, hazardous materials, safety and environmental laws, rules and regulations), or any contract between Vendor and any other person or entity. Each party warrants that it shall comply with all applicable federal, state and local laws and regulations.

Farm/Business Name:

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e. Insurance. Vendor warrants that it will maintain insurance in accordance with the requirements listed below, hereto, for the entire time this Agreement remains effective.

f. Information. We shall provide Vendor with information reasonably necessary to perform the Services, and reasonable access to personnel and other reasonable assistance required. We warrant that to the best of our knowledge all information provided hereunder will be accurate and complete in all material respects.

g. Personnel. Vendor warrants that it will retain qualified personnel and provide any training, tools, supplies or other resources necessary to perform the Services. Vendor will ensure that its employees at all times observe our security policies and, when performing Services on our premises, our workplace policies. Vendor represents that it shall only assign personnel that are legally eligible to work, have successfully completed a background check and that all assignments shall be in compliance with applicable equal opportunity laws, all of which Vendor shall certify if we request.

h. Registration. Vendor warrants that it is registered with all necessary state regulatory authorities and that it is not listed on any state debarment lists, and that it, upon demand, shall provide proof of such registration to us.

6. INDEMNIFICATION. To the fullest extent permitted by law, Vendor shall indemnify, defend, and hold us and our respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the Vendor or any of Vendor's subcontractors of this Services Agreement, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Vendor or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party.

7. ACCESS TO PREMISES. We make no representations with respect to the physical conditions or safety of our premises. Vendor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Services and all property and persons which may be affected by its operations in performing the Services.

8. INDEPENDENT CONTRACTOR; EMPLOYEES: Each party is an independent contractor and not the other's agent, partner, fiduciary or representative. Neither party shall act or represent itself, directly or by implication, in any such capacity or assume or create any obligation on the other's behalf.

9. NOTICES. Any notices specified herein shall be in writing and deemed given or made if delivered: (a) by personal delivery with signed receipt; (b) by reputable courier with signature required; (c) by United States registered or certified mail, postage prepaid, return receipt requested. Notices shall be delivered to the parties at the addresses set forth above or as otherwise designated in writing. The parties agree that general

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operational communications may be transmitted via e-mail or facsimile between the parties' authorized business contacts.

10. LIMITATION ON DAMAGES. EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE HEREUNDER TO CLAIM OR RECOVER PUNITIVE DAMAGES. Neither party shall be liable for indirect, special or consequential damages arising out of or relating to this Agreement, except where such damages arise out of or relate to the party's intentional, reckless, or grossly negligent acts or omissions.

11. AGREEMENT. This Agreement contains the parties' entire understanding relating to its subject matter and supersedes all prior discussions, understandings and agreements. No alteration or modification of this Agreement shall have any force or effect unless in a written instrument signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original but together constitute one and the same instrument. Delivery of an executed Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. If any provision hereunder shall be held invalid, unenforceable or in conflict with any applicable law or regulation, this Agreement shall be considered divisible and the validity of the remaining provisions shall not be affected. No waiver or failure of either party to keep or perform any term or condition hereof will be deemed a waiver of any preceding or succeeding breach of the same or any other term or condition. The remedies herein provided shall be deemed cumulative, and the exercise of one will not preclude the exercise of any other nor will the specification of remedies preclude other remedies available at law or in equity. This Agreement shall be binding upon and inure to the benefit of us, Vendor, and the respective successors and assigns of each. All consents, approvals, notices, requests and similar actions to be given or taken by either party shall not be unreasonably withheld or delayed and each party shall only make reasonable requests. Headings shall not be used for interpretation. Sections 6, 7, 8, and attached Exhibit A conditions shall survive termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above:

Vendor Full Name, Entity: _____

SIGNATURE _____ **SIGNATURE** _____

Name _____ **Name** _____

Title _____ **Title** _____

VENDOR shall provide a Certificate of Insurance with EXTENSION as the certificate holder, at least ten (10) business days prior to the start of the event, showing evidence of the following minimum limits of insurance or as required by law, whichever is greater.

a. General Liability, including Contractual, Independent contractors, Products/Completed operations: \$2,000,000 aggregate/\$1,000,000 occurrence. EXTENSION must be added as Additional Insured.

Farm/Business Name:

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If youth involved, must show Sexual Abuse coverage. **Initial if no youth involvement**
_____.

b. If a business, Auto Liability- \$1,000,000

c. If an individual, Auto Liability- \$500,000

d. Workers Compensation, if required by law. Initial if not required _____

e. Liquor Legal Liability, if alcohol is provided by Vendor – \$1,000,000. Vendor shall be solely responsible for controlling the sale and dispensing of any alcoholic beverages as set forth in the laws of New York State.

f. Certificate (ACORD) must include description of what Vendor is doing.

Excess Liability may be required depending on service provided by VENDOR.

All insurance shall be placed with insurance companies licensed to do business in the State of New York, with a "Best's" rating of "A-" or better. VENDOR's insurance shall be primary and non-contributory in all respects to any insurance carried by EXTENSION

Certificates of Insurance shall contain a provision for at least ten (10) days' notice to EXTENSION of cancellation or non-renewal of the insurance indicated in the certificate.

No work or services shall be commenced until these conditions are met and approved by PW Wood & Son Inc.

Vendor agrees to abide by the rules of Broome County Regional Farmers Market