

Town of Marcellus Parks and Recreation Department

24 East Main Street
Marcellus, NY 13108
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**Marcellus Open Air Market
Artist Application**

Name of applicant_____

Business name_____

Address/location of business_____

Mailing address if different than business address_____

Phone_____ Cell_____

E-mail_____

Website_____

Type of vendor:

- Photographer
- Painter
- Ceramics
- Glass
- Paper
- Jewelry
- Clothing
- Mixed media
- Wood
- Soap
- Textile
- Other

Description of products being sold:_____

Please send in at least 5 images of your work/ products with this application.

Do you require a parked vehicle at your stall? _____

Name of persons that will be representing your business at the market (list all)

Market Operations:

Stall size and fee is specified in market rules. Payment for stall space is due with this completed application. Non-payment may result in suspension of market privileges.

- I would like to reserve _____ number of selling spaces for the current season.
- I would like to be a daily vendor, paying daily fee as I use a space at market.
- I would like to be a special events vendor, paying a special events fee on the day of the market event.

The market begins on the first Thursday in June, and runs through the last Thursday in September. Please indicate when you would like to start selling and when you would like to finish selling.

June

- 19th
- 26th

July

- 3rd
- 10th
- 17th
- 24th
- 31st

August

- 7th
- 14th
- 21nd
- 28th

- I plan to attend market for full season.
- I will start market on _____, and finish on _____.

Certificates/Licenses Required:

- Proof of general and product liability coverage in the amount of \$1 million and name of market and property owner as additional insured. A certificate must remain current and on file with the market.
- Sales Tax certificate, if you sell taxable items
- All appropriate permits as required for products being sold i.e., health permits, 20c exemptions, farm winery permit, nursery license, dairy and meat permits, etc.

Compliance and Indemnity Agreement:

I (we) the undersigned have read the Rules and Regulation of the Farmers Market and do agree to abide by all rules and regulations.

I (we) further agree to operate my (our) stall in accordance with these rules and regulations and to pay all applicable fees as set out in the rules and regulations. I (we) do understand that the stall fee, length of season, and hours of operation are set in the rules and regulations, and I (we) will abide by them.

I (we) further understand that failure to comply with the rules and regulations of the Farmers Market could mean dismissal from the market.

As a vendor, wishing to participate in the Farmers Market, I (we) agree to SAVE, HOLD HARMLESS and INDEMNIFY the Farmers Market, its sponsoring agency, members, and employees from any and all liability or responsibility pertaining to any damages to person or property on the site assigned to me (us) by the Farmers Market, when such damages or liability arise out of acts on my (our) own, or of my (our) employees or associates, located as such site.

I (we) verify that all information I (we) have provided about my farm and products for sale is true and accurate.

I (we) understand that the Farmers Market operates on limited funds. I (we) also acknowledge that the Farmers Market’s beneficial purpose will be impossible to pursue if it is subjected to costly litigation. Wherefore I (we) hereby agree that as a condition of my participation in the Farmers Market, I (we) will resort to litigation against the Farmers Market, its officers, management, and affiliated entities, only after attempting in good faith to resolve the dispute. I (we) to limit any claim I (we) may have as a result of a decision by the Farmers Market management or Board of Directors which results in the denial of a market acceptance, the denial of a product to sell, or wrongful suspension or termination from the Farmers Market, to a return of market fees incurred during my (our) absence from the market. I (we) further agree that in the event I (we) am unsuccessful in my (our) litigation against the Farmers Market, I (we) will pay all costs, expenses, fees, and disbursements incurred by the Farmers Market in the course of its defense of said litigation, and I (we) will also pay the Farmers Market a reasonable attorney’s fees.

Vendor name, Please print

Signature

Date

Vendor name, Please print

Signature

Date