

**Town of Marcellus Parks and Recreation Department**

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**Marcellus Open Air Market  
Farmers Application**

Name of applicant \_\_\_\_\_

Business name/Farm \_\_\_\_\_

Address/location of farm \_\_\_\_\_

\_\_\_\_\_

Mailing address if different than farm address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

E-mail \_\_\_\_\_

Website \_\_\_\_\_

Type of Farm \_\_\_\_\_

Check all that apply- (use an additional sheet if necessary)

Fruits/Vegetables: specify products \_\_\_\_\_

\_\_\_\_\_

Dairy: specify products \_\_\_\_\_

\_\_\_\_\_

Fish: specify products \_\_\_\_\_

Meat: specify products \_\_\_\_\_

\_\_\_\_\_

Maple/Honey: specify products \_\_\_\_\_

Baked Goods: specify products \_\_\_\_\_

\_\_\_\_\_

Prepared foods: specify products \_\_\_\_\_

Artisan crafted items: specify products \_\_\_\_\_

\_\_\_\_\_

Value added: specify products \_\_\_\_\_

\_\_\_\_\_

Nursery products: please check;  Annuals  Perennials  Vegetable/Herb plants  Nursery stock

Eggs

Herbs (dried or fresh): specify products \_\_\_\_\_

Other: \_\_\_\_\_

\_\_\_\_\_

Additional products you plan to sell, as allowed by the market's rules and regulations \_\_\_\_\_

\_\_\_\_\_

### **Crop Plan:**

Indicate crops grown that you plan to sell at the farmers market, including acreage of each item:

Crop

Acreage

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

### **Which of the following best describes your farming practices?**

Conventional

Minimum use of chemicals

Pesticide free

Certified organic

Other \_\_\_\_\_

\_\_\_\_\_

Do you require a parked vehicle at your stall? \_\_\_\_\_

Name of persons that will be representing your farm/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**

19<sup>th</sup>

26<sup>th</sup>

#### **July**

3<sup>rd</sup>

10<sup>th</sup>

17<sup>th</sup>

24<sup>th</sup>

31<sup>st</sup>

#### **August**

7<sup>th</sup>

14<sup>th</sup>

21<sup>nd</sup>

28<sup>th</sup>

- I plan to attend market for full season.
- I will start market on \_\_\_\_\_, and finish on \_\_\_\_\_.
- I wish to participate in the FMNP
- I wish to participate in the Farmers Market Wireless EBT program.

#### **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 the fullest extent permitted by law, 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) further agree 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