



# NEW CARLISLE *Farmer's Market*

**2021 Vendor Application**

**Saturdays, June 19th-October 16th**

**10am-2pm**

**I. Vendor Information**

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

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

City, State, Zip: \_\_\_\_\_

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

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

**II. Product Information**

Description of product(s) to be sold: \_\_\_\_\_

\_\_\_\_\_

Preparation methods of each product(s): \_\_\_\_\_

\_\_\_\_\_

(Attach additional pages if necessary, to describe products and/or preparation)

(Booths will be assigned by the New Carlisle Farmer's Market Planning Committee. No assignments are guaranteed until confirmed by this Committee. You will receive notification of your assigned space(s) via

Email prior to the first day of the Market)

### III. Terms and Agreement

I have read and agree that the information contained in this application is true and accurate. I further understand I will be required to follow the rules adopted by the New Carlisle Farmer's Market as well as execute a liability waiver prior to setting up for the Market this summer.

Vendor's Printed Name: \_\_\_\_\_

Vendor's Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Please send all Vendor Payments to

New Carlisle Farmers Market

113 W Jefferson Street New Carlisle, Ohio 45344

NCFMarket@gmail.com

Contact US:

937-543-5770

[www.NewCarlisleFarmersMarket.org](http://www.NewCarlisleFarmersMarket.org)

#### Farmer's Market Officials Only

Vendor Application Fee Paid: \_\_\_\_\_ Yes \_\_\_\_\_ No

Method of Payment: \_\_\_ Cash \_\_\_ Check (Check No. \_\_\_\_\_)

Market Official Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Vendor Booth Number(s) Assigned: \_\_\_\_\_

Updated 1/2021

**City of New Carlisle**  
**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

IN CONSIDERATION for being permitted to set up a Farmer's Market vendor booth in New Carlisle, Ohio, by the City of New Carlisle ("City") for any purpose, including, but not limited to the sale of merchandise, the display of items or animals, the distribution of information, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, immediately upon entering or participating in said Farmer's Market and carefully considered such premises and facilities. It is further warranted that such participation in said Farmer's Market for sale, display or distribution purposes constitutes an acknowledgment that such Farmer's Market and all facilities and equipment thereon has been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN SUCH FARMER'S MARKET, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the City and all branches thereof, its Council Members, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damages, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is participating in, or about the Farmer's Market or any facilities or equipment therein.
  
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they or any other person may incur due to the presence of the undersigned in, upon or about the City premises or in any way observing or using any facilities or equipment whether caused by the negligence of the releasees or otherwise and occurring at any location public or private.
  
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of release or otherwise while in, about, or upon the premises of the City and/or while participating in Farmer's Market or any facilities or equipment thereon at any location public or private. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made. I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE.

Date \_\_\_\_\_ Print Name \_\_\_\_\_

Signature\* \_\_\_\_\_

\*Signature of Parent/Guardian if participant is under 18 years of age

**New Carlisle Farmer's Market**

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

IN CONSIDERATION for being permitted to set up a Farmer's Market vendor booth in New Carlisle, Ohio, by the New Carlisle Farmer's Market ("Market") for any purpose, including, but not limited to the sale of merchandise, the display of items or animals, the distribution of information, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, immediately upon entering or participating in said Farmer's Market and carefully considered such premises and facilities. It is further warranted that such participation in said Farmer's Market for sale, display or distribution purposes constitutes an acknowledgment that such Farmer's Market and all facilities and equipment thereon has been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN SUCH FARMER'S MARKET, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Market and all branches thereof, its Council Members, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damages, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is participating in, or about the Farmer's Market or any facilities or equipment therein.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they or any other person may incur due to the presence of the undersigned in, upon or about the Market premises or in any way observing or using any facilities or equipment whether caused by the negligence of the releasees or otherwise and occurring at any location public or private.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of release or otherwise while in, about, or upon the premises of the Market and/or while participating in Farmer's Market or any facilities or equipment thereon at any location public or private. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made. I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE.

Date \_\_\_\_\_ Print Name \_\_\_\_\_

Signature\* \_\_\_\_\_

\*Signature of Parent/Guardian if participant is under 18 years of age

1. As used herein, "Vendor" shall refer to any merchant, individual, or company who has been approved by the New Carlisle Farmer's Market Board of Directors, ("Committee") and/or Market Manager ("Manager") to conduct business and/or provide information at the New Carlisle Farmer's Market ("Market"). "Merchant" shall refer to any business with an established, permanent storefront in New Carlisle (the "City").
2. Only approved Vendors shall be permitted to participate in the Market. In order to gain approval, a potential vendor must (a) submit a completed, signed application along with a one-time \$70 application fee; (b) the application must be approved by the Committee or Manager, and (c) the vendor must sign the Waiver Agreement for the City and market. Merchants may have a booth in front of their store at no charge but must still complete the required forms listed above.
3. The goal of this document is to create a Market environment that is fun, fair and profitable to all involved. Your success is our success. Toward that end, if you have questions or concerns regarding your participation or experience with the Market, please direct them to any member of the Market Committee, or on Market Days to the Market Manager.
4. Vendors MUST leave at least four (4) feet of space for wheelchairs to maneuver through the market. This is Federal Law and is NONNEGOTIABLE. ALL TENTS must be weighed down in some way. This is for everyone's safety.
5. Vendors will be assigned space(s) for the Market for the duration of the season. Vendors will be expected to use their assigned space(s) each week of the Market.
6. Vendors will not be permitted to sell merchandise in direct competition with Merchants.
  - a. All merchandise sold must be approved by the market manager or staff before it can be sold at the market. If merchandise is not approved before a vendor begins that day to sell that said item, the vendor could be asked to cease sale of the merchandise immediately. This is to prevent too many of the same items being sold at the market so each vendor can equal opportunity to sell their items.
7. Vendors who know they will miss a Market date are to notify the Manager in advance so that the Market can be planned accordingly.
8. At the discretion of the Manager, the assigned space of a Vendor who will not be in attendance for a day of the Market may be assigned to an alternate Vendor for that date only.
9. Any Vendor not in attendance for three (3) consecutive Market dates may have their assigned space permanently changed at the discretion of the Committee and/or Manager.
10. There is no cost to attend the Market other than the application fee.
11. Vendors requiring electricity must denote the so on their application. There is a cost levied by the City for use of public electrical outlets. Please contact the City for more information. Use of portable electrical generators is prohibited.
12. Registration will begin promptly at 9:00 am each Saturday the Market is open. You may park your vehicle on the street in front of your space to load and unload. All vehicles must be off the street by 9:45 a.m. and will not be allowed back on the street until 2:00 p.m.
13. All displays must be set up and ready for business by 10:00 a.m. Any Vendor not setting up by 10:00 am may be considered "absent" by the Market Manager and lose their assigned space for the day. Vendors should try to be open at 10:00 am and remain open until 2:00 pm (inventory permitting). Set up and/or teardown of a vendor's space must NOT interfere with another vendor's space. (Please be courteous to your neighbors).
14. Vendors are not to tear down before 2 pm unless approved by the Market Manager or staff.

15. Vendor will be responsible for set up and teardown, clean up, and maintenance of their space. No trash or items of any type shall be left after the market closes. If a market official is required to clean a space vacated by the vendor, that vendor will be billed the cost of the cleaning at the rate of \$30.00 per hour.

16. Vendor space shall be clean and safe with products and prices properly displayed. Each Vendor is required to have his/her name prominently displayed.

17. Vendor space must allow for ingress/egress from Merchant storefronts and shall comply with all City ordinances.

18. Vendor is responsible for compliance with all Federal, State, and local laws and regulations regarding the sale of cottage industry goods, farm goods, homemade products, or any other applicable regulation. Vendors advertising wares in violation of these may be asked to stop and/or leave the Market at the Manager's discretion.

19. The Market is excited to be able to permit Vendors to accept SNAP/EBT and WIC benefits for 2018. The following standards apply to acceptance of these forms of payment:

a. Any Vendor wishing to accept these forms of payment must have been approved by the authorized representative of the Clark County Combined Health District and/or Ohio Department of Health.

b. Vendors may accept these payments for eligible products only (e.g. fresh produce, seeds) as mandated by State and Federal laws.

c. Any vendor accepting these payments/benefits for ineligible products will be asked to leave the market. No warnings will be given.

d. Vendors shall request reimbursement for SNAP/EBT on the date the payment was accepted. Reimbursements shall begin no earlier than 1:30pm except at the Manager's discretion.

20. Market officials reserve the right to order changes to a display or space or ask a vendor to cease operations and leave the market.

21. Market officials reserve the right to cancel a planned market without prior Notice

22. Vendors who accept SNAP/WIC benefits are eligible to accept credit card payments facilitated by The Market. The Market Master will offer tokens for credit card payments for these vendors only. Customers must visit the Market Master table to receive tokens for credit card transactions. Tokens are available in increment of \$1. Refunds will not be accepted from credit card tokens—please purchase carefully.

23. New Carlisle Farmers Market Address and Contact Information:

New Carlisle Farmers Market

113 W Jefferson Street New Carlisle, Ohio 45344

NCFMarket@gmail.com

Contact US:

937-543-5770

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