



Owen County Farmers' Market

PO Box 650, Spencer, IN 47460

www.owencountyfarmersmarket.com

marketmanager@owencountyfarmersmarket.com

President, Mickeela Fair, (812) 821-0932

Market Manager, Lori Fender, (253) 459-3339

2023 Vendor Contract

Please fill out as completely as possible. Additional pages may be included. **PRINT** or type all information clearly.

Vendor Information

Farm Vendor Artisan/Craft Vendor Food Vendor Other _____

Name of Primary Vendor: _____
First Last

Name(s) of Stand Assistant (Print full name and phone number):

Name of Farm or Business: _____

Address: _____
Physical Address Apartment/Unit #

(Mailing Address if different than Physical Address)

City State ZIP Code County

Home Phone: _____ Cell Phone(s): _____

Email: _____ Website: _____

Emergency Contact: Name: _____ Phone: _____

Market Participation (Payment Due Before Vending)

May 6, 2023 through Sept 30, 2023, 8:30am – 12:00pm

Location: **Babbs** Supermarket west-side lot, 459 W. Morgan St. (SR 46) Spencer Indiana 47460
(NOT closed Apple Butter weekend)

FULL SEASON booth rental: **\$150**

DAILY booth rental: **\$15** per week

Note: Although payment for a full season booth is requested prior to the start of the market, new vendors who wish to try out the market may pay the daily rate for the first one or two weeks, with the remainder of the full season rate due by their third market date.

Licenses, Permits, and Permissions

Vendors are required to attach a copy of license(s) and permits to this Contract.

- Manufactured Grade Milk and/or Milk Processors - Expiration Date: _____
- Egg License Permit - Expiration Date: _____
- Meat processing – Name/Location of Processor: _____
- Prepared Food Vendors - Temporary Food Permit from Owen Co. Health Department
- Prepared Food Vendors – ANSI Accredited Food Handlers Permit (**NEW** – required by state)
- Prepared Food Vendors – I certify that I have read and agree to the requirements in the Home-Based Vendor Addendum
- Certificate of Liability Insurance listing the “Owen Co FarmersMarket” as an additional insured. Recommended, but not required. **Note:** per Terms of Agreement, Owen County Farmers Market does not cover any liability claims made against individual vendors.

Terms of Agreement

In consideration of my participation in the Owen County Farmers Market and the opportunity to sell merchandise at Babbs' Supermarket lot in Spencer, Indiana, I hereby release the Owen County Farmers' Market, Babbs Supermarket, Rob Babbs, Owen County, Commissioners of Owen County, and all of their agents, officers, representatives, successors, and assigns from any present and future claims, including negligence, for property damage, personal injury, or death arising from my participation in the Farmers Market. I hereby knowingly and voluntarily waive any right of cause of action, of any kind whatsoever, arising as a result of any such activity from which any liability may accrue.

It is understood and agreed by the acceptance of this contract and by being permitted by the Owen County Farmers Market (hereinafter Market) to offer items for sale at Babbs' Supermarket lot, the Vendor hereby assumes the entire responsibility and liability for any and all damage and injury to persons or property resulting from or arising out of any act or omission on the part of Vendor in connection with being at the Market and operating under this contract. Vendor shall hold harmless and indemnify the Market, Babbs Supermarket, Rob Babbs, Owen County, and the Commissioners of Owen County from and against any and all suits, claims, demands, losses, expenses, attorney's fees, and court costs which either or both of them may suffer, pay, or incur as a result of Vendor's presence and operation at the Market. The Vendor shall be responsible under this paragraph for any such loss, damage, or injury sustained by Vendor, any agent or representative of Vendor, or by any third party or member of the public, whether the same is caused by the negligence of the Market, Babbs Supermarket, Rob Babbs, Owen County, its officers, agents, employees, or otherwise.

By signing the Vendor Contract, the Vendor agrees to abide by the Owen County Farmers Market Rules. A complete copy of the Rules can be provided upon request from the Market Manager.

Primary Vendor's Signature: _____ **Date:** _____

- Copies of relevant licenses, permits, insurance attached. Photos of arts/crafts attached.
- I give the Market permission use my name, business name, Website/Facebook page, email, photographs, videotapes, or images of me or my items for any and all purposes.

FOR OFFICE PURPOSES ONLY

Application: Approved Denied Withdrawn Terminated: Reason: _____

Payment Received: Cash Check _____ Amount \$ _____ Date: _____

Market Manager's Signature: _____ Date: _____