

CERTIFIED PRODUCER APPLICATION & AGREEMENT - 2016

Business Organization of Old Town

OLD TOWN CLOVIS FARMERS MARKET

May 13 – September 30, 2016

Business Name: _____

Contact Person(s): _____ **Email:** _____

Complete Address: _____

City: _____ **Zip:** _____

Phone Number (business): _____ **Phone Number (cell):** _____

Previous Clovis Market Participant: Yes ☐ No ☐ **Year(s)** _____

Dates of participation: **Start:** _____ **End:** _____

Will you distribute samples? Yes ☐ No ☐

If you will be distributing samples you must complete the Community Event Food Vendor Application. A fee of \$47.00 is due, payable to B.O.O.T., for Department of Health Inspections. We will issue one check on behalf of the entire Market participants. (Upon approval.)

ELECTRICITY IS NOT GUARANTEED.

TO BE CONSIDERED FOR PARTICIPATION, YOU MAY BE ASKED TO SUBMIT THE FOLLOWING:

- ☒ Signed Agreement (see reverse side)
- ☒ Copy of Certified Producer Certificate
- ☒ Copy of any of the following as applicable based upon the product(s) produced and sold: Community Event Food Vendor Application; Health Dept. Permit; Food Registration Permit; Nursery License; Nursery Certified Producer Permit; Organic Registration (**upon approval**)
- ☒ Copy of Seller's Permit, and Business License or Exemption Certificate (**upon approval**)
- ☒ Certificate of Insurance naming B.O.O.T. as additional insured (**upon approval**)
- ☒ Market Membership Fee (\$150.00) and \$47 Sampling fee (if sampling) made payable to B.O.O.T. (**upon approval**)

BUSINESS ORGANIZATION OF OLD TOWN * P.O. BOX 1548; CLOVIS, CA 93613 * ph# 559.298.5774

Email us at info@oldtownclovis.org or fax to 559.298.3760

OLD TOWN CLOVIS FARMERS MARKET

APPLICATION AND AGREEMENT

In return for the Business Organization of Old Town (B.O.O.T.) considering the application of the undersigned for participation in the Old Town Farmer's Market, the undersigned Applicant declares and agrees as follows:

Applicant agrees to pay Certified Growers' Fees of 10% of gross sales, minimum \$40.00 per market. **Fees are due prior to leaving the Market each Friday night.** (See Rules & Regulations for more information.)

Applicant has read and, if this Application is approved, agrees to comply with all Farmer's Market Governing Rules and Regulations, as may be amended from time to time, and any and all other rules and regulations pertaining to Applicant that may be promulgated by B.O.O.T.

Applicant agrees to indemnify and hold harmless B.O.O.T., the City of Clovis, any Event Sponsors, and all Event Location Property Owners, and each of their respective officers, directors, representatives, attorneys, employees, and agents from and against any and all claims, demands, causes of action, damages (including but not limited to damages to any of the property of any of the indemnified parties), liabilities (including but not limited to liabilities of an indemnified party with respect to their respective officers, directors, representatives, employees, and agents), attorney fees and costs, of every kind and nature whatsoever, whether foreseeable or unforeseeable, directly or proximately resulting from or caused by, or arising in connection with, the participation of Applicant in the Old Town Farmer's Market, and/or the use or occupation of the property or facilities herein where the Market is conducted, whether such use or occupation is authorized or not, or from any act or omission of Applicant or any of its officers, directors, representatives, agents, employees, and invitees; and the Applicant shall pay and satisfy any judgment or decree which may be rendered against any of the indemnified parties in any such suit, action, or other legal proceedings; and Applicant shall pay for any and all damages to property of any of the indemnified parties, including loss or theft of such property, directly or proximately resulting from or caused by Applicant, or any of its officers, directors, representatives, agents, employees, and invitees.

If this agreement is signed in a representative capacity, the person signing represents and warrants that he or she is authorized to bind the entity on whose behalf this agreement is executed.

Signed by: _____ Date: _____

Print Name and title: _____

Must be person providing the exhibit fee and certificates