



## Application to Sell at the Cuba Farmers and Artisans Market

Operated by  
Northern Appalachian Socio-Economic Collaborative, Non-Profit 501(c)3  
38 E Main St, Suite B, Cuba, NY 14727  
585-209-0512

Producer's Name: (primary point of contact) \_\_\_\_\_

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

### Mailing

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

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

Home: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

### Location of Farm or

Business: \_\_\_\_\_

County of Production: \_\_\_\_\_

I plan to sell at the Market for the whole season - June 24- September 30, 2016. \_\_\_\_\_ (yes or no)

If no, I will start to sell at the Market (date) \_\_\_\_\_ I will stop selling at the Market (date) \_\_\_\_\_

I would like to be a Day Vendor on the following dates, paying the daily fees:

I would like to reserve \_\_\_\_\_ spaces for Market Season \_\_\_\_\_ @ \$100.00 per 10x10 space.

Have you ever sold at a Farmers Market? \_\_\_\_\_

Names of Employees who may sell for the Producer: \_\_\_\_\_

\_\_\_\_\_

Names of Family Members who may sell (LIST RELATIONSHIP): \_\_\_\_\_

Other Markets at which you sell: \_\_\_\_\_

Certified Producer's Certificate Number: (ENCLOSE COPY) \_\_\_\_\_

Health Department Number: (ENCLOSE COPY) \_\_\_\_\_

List other permits and license: (ENCLOSE COPY) \_\_\_\_\_

**CHECK ITEMS YOU PLAN TO SELL - Use back page if necessary:**

( ) Fruit/Vegetables (Fill in Attached Crop Plan) \_\_\_\_\_

**Methods Used:**

\_\_\_ Certified Organic: Copy of current certificate must be placed on file with Market

\_\_\_ Non-Certified Organic: My gross agricultural income from organic sales totals \$5000.00 or less annually and I comply with applicable organic production and handling requirements

\_\_\_ Conventional

( ) Baked Goods: List Products \_\_\_\_\_

( ) Maple or Honey Products: List Products \_\_\_\_\_

( ) Preserves/Jams

( ) Meat: List: \_\_\_\_\_

( ) Nursery Items Annuals \_\_\_\_\_ Perennials \_\_\_\_\_ Vegetable/Herbs \_\_\_\_\_ (sales tax reqd)

( ) Cut Flowers (sales tax reqd)

( ) Artisan Items List types of items that you create and email ([info@nasec.org](mailto:info@nasec.org)) or attach photo (sales tax reqd) \_\_\_\_\_

( ) Other: Explain

Items that I plan to buy to resell at the market:

I request permission to sell at the Cuba Farmers and Artisans Market (The Market). I have read the rules of The Market. I agree to abide by the rules and all other laws, codes and regulations as amended, to cooperate with The Market management and to pay the required \$10.00 application fee and other fees as required to do business with The Market. I verify that all statements about my farm/products and items for sale are true and accurate. If accepted to vend at The Market, I grant release of rights to NASEC to film my booth/products etc. for promotional purposes. I understand that failure to comply with the rules and laws can result in dismissal and non-participation in The Market.

Make check out to NASEC.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**NASEC Approved**

By: \_\_\_\_\_ Date \_\_\_\_\_

### **Hold Harmless Agreement Indemnification and Release**

Seller: \_\_\_\_\_ (Hereafter referred to as "seller") is being provided selling space at the NASEC/Cuba Farmers and Artisans Market, (The Market) agrees to the following terms and conditions

1. The NASEC/Cuba Farmers and Artisans Market is operated by its officers, employees, agents and volunteers.
2. "Seller" shall mean any farmer, vendor, participant, volunteer, or entity at the seller's employees, agents, or volunteers, including family members; and its heirs and assigns.

Indemnification: The seller shall indemnify and hold harmless the NASEC/Cuba Farmers and Artisans Market, and its officers, staff, officer, agents, employees and volunteers, and Cuba Cultural Center/the owner of the lot/space from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merit or outcome of any matter connected to any act or omission in going to, coming from, or performing services, work or activities at or in relation to the NASEC/Cuba Farmers and Artisans Market.

Release: Seller hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damages which it may have or which may hereafter accrue as a result of its activities at the NASEC/Cuba Farmers and Artisans Market. Market Safety Requirements Seller hereby assumes liability and financial responsibility for any accident, injury or property damage resulting from failure to comply with the NASEC/Cuba Farmers and Artisans Farmer's market rules, especially health and safety regulations.

Seller agrees that in the event that they are unsuccessful in any litigation against NASEC or the Market they will pay all costs, expenses, fees and disbursements, incurred by NASEC or The Market in the course of defense of said litigation and will also pay reasonable attorney's fees.

I HEREBY STATE THT I HAVE READ, UNDERSTAND AND AGREE TO FOLLOW THE ABOVE PROCEDURES OUTLINED IN THIS COPY OF THE NASEC/CUBA FARMERS AND ARTISANS MARKET HOLD HARMLESS AGREEMENT-IDEMNIFICATION AND RELEASE FORM. IN WITNESS THEREOF, THIS AGREEMENT IS EXECUTED

This \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_

Seller's name \_\_\_\_\_

Seller's signature \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip\_\_\_\_\_ Phone\_\_\_\_\_

**CROP PLAN 20\_\_\_\_\_**

Product	Acres/Rows/Feet (specify)	Period/Months of Availability