



Vendor Application

Night Market, [Waterside](#):
For fashionable finds and farm-fresh fare!

Dates for the inaugural 2016/17 season:

Dec. 7, Jan. 4, Feb. 1 and March 1

6 pm to 9 pm

at Old Bridge Park

corner of A1A and Lake Avenue

(site of the fab Lake Worth Farmers Market)

Vendor Application and License

Return Your Completed and Signed Application, with your payment made out to Lake Worth Farmers Market, to:

The Market

517 29th Street, West Palm Beach, FL 33407

Applications are accepted on a first received, first considered basis, so return ASAP!

Acceptance notification and other communication is via email.

Accepted product: Only locally grown produce, freshly prepared fare and handcrafted fashion and wares

PLEASE PRINT:

NAME(S): _____

BUSINESS NAME: _____

ADDRESS: _____

CITY: _____

STATE, ZIP: _____

Cell () _____

EMAIL ADDRESS: _____

WEBSITE: www. _____

LICENSED KITCHEN ADDRESS: _____

(continued)

List of products you wish to sell: **X_____** [please initial]

Cottage Food, prepare at home kitchen rules:

<http://www.freshfromflorida.com/Divisions-Offices/Food-Safety/Business-Resources/Food-Establishment-Inspections/Cottage-Foods>

VENDOR LICENSE FEE

Standard frontage is 10 feet; additional frontage may be purchased. Fees are nonrefundable and subject to change.

Special Night Market, Waterside rate:

\$40 per event, to be paid one week in advance,

OR \$50 (cash only) day of event, space permitting.

Checks, *accepted for advance payment only*, should be made payable to:

Lake Worth Farmers Market

- Electric:** \$5 per week (**per plug**/appliance)
- Additional frontage:** \$20. Per 10 additional feet

Shows you wish to attend:

- December 7th
- January 4
- February 1
- March 1
- ALL SHOWS ABOVE-Dec. 7, Jan. 4, Feb. 1 and March 1**

(continued)

AGREEMENT

- 1.** I have read and understand the terms and conditions described in this Application and License. I have reviewed, online, at the market's website and agreed to each of the eight market (the "Market") Rules and Regulations that follow, indicating that I agree to abide by said rules and regulations. Further, I understand that any violations of these rules will cause immediate revocation of my Market license.
- 2.** I agree to sell only those products approved by Market Management.
- 3.** I acknowledge full responsibility for all my activities at the Market, as well as those assisting in my booth. I agree to defend, hold harmless and indemnify the landlord of the market site and Market management, Mildly Delirious Design Inc. and Stitch Rock Inc., its agents, successors or assigns from any liability, cost damage or expense that arise from my, my employee(s)' or my agent's involvement and operation in the Market or use of vendor's space.
- 4.** I understand that the Market sites/locations, Market management and their representatives do not carry insurance policies to cover vendors and their products or rental space and that I am required to provide my own coverage. Market is not responsible for items stored in pod.
- 5.** I agree that prior to my participation as a vendor, I will provide Market Management with a copy of insurance policies for public liability and product liability in the amount of \$100,000 each, naming the landlord of the Market site, and the Market, its agents, successors and assigns as additional insured.
- 6.** I understand that I will not be approved as a vendor until Management has received all documentation and fees, as scheduled and outlined herein.
- 7.** I accept responsibility for payment of all miscellaneous items as part of this agreement. Terms are acceptable.

(continued)

8. I accept that NO REIMBURSEMENT will be made for advanced fees paid if I decide to no longer participate in the Market or if I am banned from the Market.

9. I acknowledge that this agreement is a license and a privilege, and that no leasehold, easement or other interest in land is conferred upon the vendor under the provisions hereof. The Market shall have the right to revoke this license for any reason at the Market’s sole discretion.

10. Electric will be available as it exists currently within the event site. No further alterations or upgrades will be provided by the site landlord or the Market. All electric issues must be put in writing and addressed to Market Management.

11. Upon acceptance of my application, I agree to pay the revocable vendor license fees as specified in the following Rules and Regulations, with a term expiring March 30, 2017.



I have reviewed online and agree to the Rules and Regulations for each market of my participation. Please check for agreement and sign below.

SIGNATURE: **X** _____ DATE _____

PRINT NAME: _____

BUSINESS NAME: _____

NOTE: Obtain application approval *prior* to obtaining insurance.
This application, to be complete, requires 2 full signatures, one initial and one box checked.

(continued)

This Agreement is entered into on this _____ day of _____, 2016/2017 by and between The Market (MDD Inc., Night Market Waterside and Stitch Rock Inc.) and ("Lessor") and _____ (Lessee"). The Parties hereby agree as follows:

- 1.** Lessor agrees to rent to Lessee the premises, which is located within the event site of the Market. Exact location ("Property") may vary from time to time.
- 2.** Lessee hereby agrees to fully indemnify, defend, save and hold harmless Lessor from, against, and in respect to any and all claims, charges, losses, damages, judgments, deficiencies, settlements, liabilities, expenses and injuries (including, but without limitation, attorney's fees) suffered or incurred, or which would be suffered, paid for or incurred by Lessor in connection with any and every claim, demand, right or cause of action of whatever kind or nature, either in law or in equity, arising from Lessee's use and presence on the Property.
- 3.** Lessee further agrees to fully indemnify, defend, save and hold harmless Lessor in respect to any injuries suffered by Lessee, any of Lessee's employees, agents, guests, customers or invitees of Lessee, in connection with every claim, charge, loss, damage, judgment, deficiency, settlement, liability, expense and injury (including, but without limitation, attorney's fees) suffered or incurred, or which would be suffered, paid for or incurred by Lessor in connection with any and every claim, demand, right or cause of action of whatever kind or nature, either in law or in equity, arising from Lessee's use and presence on the Property.
- 4.** Lessee, individually and on behalf of any of Lessee's employees, agents, guests, customers or invitees, hereby waives any and all rights to sue Lessor for any reason whatsoever, including but not limited to, condition of the Property, acts of persons or entities other than the Lessor, and for the acts of Lessor himself.
- 5.** In summary, Lessee agrees to take full responsibility for the Property, for the actions of the Lessee, Lessee's employees, agents, guests, customers and invitees and hereby agrees not to seek any reimbursement or legal or equitable liability against Lessor for any occurrences, injuries or loss suffered at the Property, by any person whatsoever.

SIGNED:

XX

Night Market, Waterside (Lessor)

Lessee