**VENDOR APPLICATION/REGISTRATION FORM**

VENDOR AGREEMENT:

* Vendor agrees to abide by all rules and regulations as outlined in the agreement and any other rules and regulations The Town of Berlin, Berlin Farmers Market might deem necessary and proper, and upon notice to vendor, all said rules and regulations shall become part of this Agreement and binding upon the parties.
* It is the sole responsibility of the vendor to comply with all copyright and trademark restrictions relating to any materials offered by vendor and/or used in Vendor’s booth.
* Vendor shall comply with all Federal, State, County and Municipal laws and regulations with respect to the items offered by the vendor.
* It is the sole responsibility of the vendor to obtain all permits, licenses, and to collect and remit the appropriate sales tax on all sales.
* The Farmers Market Manager/Town Clerk reserves the right to prohibit the sale or distribution of materials that may be illegal or considered offensive to others.
* Vendors are responsible for cleaning up their booth area. Vendor shall be responsible for setting up and tearing down all units he/she sets up at the event. All trash, papers, boxes, etc. must be carried away by the vendor. Vendor shall leave the location clean of trash and in the condition, it was before vendor occupied it.
* Vendor hereby agrees to indemnify and hold harmless the Town of Berlin, Berlin Farmers Market employees, volunteers, and members against any damages or claims that may arise in connection with the vendor’s presence at the event and vendor’s activities of any kind.
* The Town of Berlin, Berlin Farmers Market is unable to accept responsibility for any lost or stolen items, or for any equipment other than their own.
* Vendor agrees it will not hold or attempt to hold The Town of Berlin, Berlin Farmers Market, its officers, directors, or members, responsible for any losses or injuries sustained by the vendor or vendor’s employees, volunteers, or affiliates at the event or during the set up or dismantle and load out, including without limitation loss, theft, fire, destruction, or damage in any manner or nature to any of the vendor’s property, or personal injury or death. Vendor’s signature on this Agreement expressly releases Town of Berlin, Berlin Farmers Market, from all losses.
* Vendor shall provide his/her own workers and equipment, including extension cords, generators, where allowable and extra lighting to operate his/her own booth.
* Only one organization or vendor may use each booth space. All vendors must conduct business in their designated booth area only.
* Vendor fees are non-refundable.

**FEES:** $20/per day **for 12x12 uncovered space.**

\*\*Vendor shall provide his/her own workers and equipment, including extension cords, generators, where allowable and extra lighting to operate his/her own booth.

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

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Photo Authorization: (initial) \_\_\_\_\_ By initialing, I authorize the Berlin Farmers’ Market, the Town of Berlin, and any affiliates to post pictures of me and/or my vendor stall.

Description or List of Products: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Please provide a one sentence description of you &/or your product which may be used in marketing materials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/We the undersigned for and in consideration of permission and space to participate in the Berlin Farmers Market, do hereby release, discharge, hold harmless, and indemnify the Town of Berlin, Berlin Farmers Market from any and all liability, claims, demands, actions, judgments, and cost of defense of any action which may occur as a result of participation in the Berlin Farmers Market or against any action filed by any third party against the sponsor as a result of my/our negligence or wantonness.

The signature below indicates that the Vendor has read and understands the **Berlin Farmers Market Rules & Regulations** and agrees to abide by them as a participant in the Berlin Farmers Market.

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

**PAYMENT INFORMATION:**

* CHECK, CASH OR MONEY ORDER MAKE CHECKS PAYABLE TO: **BERLIN FARMERS MARKET**
* MAIL TO: **TOWN OF BERLIN 461 COUNTY ROAD 1615 CULLMAN, AL**
* EMAIL APPLICATIONS TO: **CLERK@BERLINAL.GOV**

*If you have any questions, please contact Town of Berlin Town Clerk/Farmers Market Manager Keirstyn Montgomery. (256) 736-3138*