



Town of Wheatland
Farmer's Market
2023 Vendor Application

Farm Name: _____

Contact Name: _____

Address: _____

Telephone: _____ Fax: _____

Cell Phone: _____

Farm Address: _____

(If different from above) _____

E-mail Address: _____

Business Type: Check all that apply: (use additional sheet if necessary)

- Fruits/vegetables: specify products: _____
- Dairy: specify products: _____
- Fish: specify products: _____
- Meat: specify products: _____
- Maple/honey products: specify products: _____
- Baked goods: specify products: _____
- Prepared goods: specify products: _____
- Crafts: specify products: _____
- Nursery products: circle product types – annuals, perennials, vegetable/herb plants, nursery stock
- Eggs
- Herbs: dried or fresh cut
- Other: _____

Please note: Pursuant to CFR Part 205, Subpart B, Section 205.100(c)(1) any operation that knowingly sells or labels a product as organic, except in accordance with the ACT, shall be subject to a civil penalty of not more than \$10,000 per violation.

The vendor fee will be as follows:

Current Season: \$140 - July 5th through October 4th (14 weeks)

Half Season: \$105 - August 23rd through October 4th (7 weeks)

Per Week - \$20

***Please do not send any money with this application. Funds are to be paid after application approval.**

Market Operations:

Payment for booth space is due once your application has been approved. Non-payment may result in the suspension of market privileges.

I would like to reserve _____ number of selling spaces for the

- current season (July 5 – October 4)
- half season (August 23 – October 4)
- weeks of _____
- I wish to participate in the FMNP.
- I wish to participate in the Farmers Market Wireless EBT program.

Certificates/Licenses Required: (must be included with completed application)

- Proof of general and product liability coverage in the amount of \$1 million dollars and **name the Town of Wheatland 22 Main St. Scottsville, NY 14546 and the Scottsville Ice Arena 2000 Chili Scottsville Road Scottsville, NY 14546 as additional insured.** A certificate must remain current and on file with the market.
- Sales Tax Certificate if you sell taxable items.
- All appropriate permits as required for products being sold: i.e., health permit, 20C Exemptions, farm winery permit, nursery license, dairy and meat permits, etc. (see market managers checklist included in this packet).

Compliance and Indemnity Agreement:

I (we) the undersigned, have read the Rules and Regulations of the Farmers Market and do agree to abide by all rules and regulations.

I (we) further agree to operate my (our) stall in accordance with these rules and regulations and to pay all applicable fees as set out in the rules and regulations. I (we) do understand that the stall fee, length of season, and hours of operation are set in the rules and regulations, and I (we) will abide by them.

I (we) further understand that failure to comply with the rules and regulations of the Farmers Market could mean dismissal from the market.

As a vendor, wishing to participate in the Farmers Market, I (we) agree to SAVE, HOLD HARMLESS and INDEMNIFY the Farmers Market, its sponsoring agency members and employees from any and all liability or

responsibility pertaining to any damages to person or property on the sited assigned to me (us) by the Farmers Market, when such damages or liability arise out of acts of my (our) own, or of my (our) employees or associates, located as such site.

I (we) verify that all information I(we) have provided about my farm and products for sale is true and accurate.

I (we) understand that the Farmers Market operates on limited funds. I (we) also acknowledge that the Farmers Market’s beneficial purpose will be impossible to purse if it is subjected to costly litigation. Wherefore I (we) hereby agree that as a condition of my participation in the Farmers Market, I (we) will resort to litigation against the Farmers Market management or Board of Directors which results in the denial of a market acceptance, the denial of a product to sell, or wrongful suspension or termination from the Farmers Market to a return of market fees incurred during my (our) absence from the market. I (we) further agree that in the event I (we) am unsuccessful in my (our) litigation against the Farmers Market, I (we) will pay all costs, expenses, fees, and disbursements incurred by the Farmers Market in the course of its defense of said litigation, and I (we) will also pay the Farmers Market a reasonable attorney’s fees.

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| Vendor name, please print | Signature | Date |
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| Vendor name, please print | Signature | Date |
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Please return completed application, insurance certificate, and applicable certificates/licenses to:

Town of Wheatland – Farmers Market
22 Main Street P.O. Box 15
Scottsville, NY 14546