



# 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 Farmers Market, the undersigned Applicant declares and agrees as follows:

Applicant agrees to pay Attraction Vendor fees of 15% of gross sales per market. **Fees are due prior to leaving the Market each Friday night. (See Rules & Regulations for more information). All vendors are also required to pay a weekly Department of Agriculture fee of \$2 in additional to their regular vendor fees.**

Applicant has read and, if this Application is approved, agrees to comply with all Farmers 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 Farmers 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**