

2011 Jasper Farmers' Market Vendor Agreement

COVENANT NOT TO SUE: The vendor will not institute an action or suit at law or in equity against the City of Jasper, City's officers, the GDJBA, any GDJBA member, or any Farmers' Market Committee Member, as a result of operations under this agreement. The Vendor will not aid in the institution of prosecution of any claim for damages, costs, loss of services, expenses, or compensations for or an account of any damages, loss, or injury to person or property as a result of operation under this agreement.

LIABILITY AND INDEMNIFICATION: Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. Vendor is solely responsible for damages or personal injury resulting from the use of umbrellas and other weather protection devices. The vendor hereby agrees to indemnify, hold harmless, release, waive and forever discharge the City of Jasper, Indiana, its employees, its boards, elected and appointed officials, the members of the Farmers' Market Committee, and the members of the Greater Downtown Jasper Business Association for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorney's fees and court costs, which may occur as a result of Vendor's participation in the Farmers' Market, whether or not sounding in tort of contract, and whether or not caused by a negligent act or omission of the city of Jasper, its employees, its boards, elected and appointed officials, GDJBA members, or Farmers' Market Committee members.

VENDOR AGREEMENT STATEMENT:

By signing the Vendor Agreement, the vendor certifies that he/she read, understood, and intends to adhere to all rules and guidelines as stated in the 2011 Jasper Farmers' Market Rules and Guidelines. The vendor further understands that should he/she fail to comply with these guidelines, his/her participation in the Jasper Farmers' Market will be terminated.

This agreement is effective upon approval of Market staff and signature by Vendor and Market committee member.

Vendor Name: _____

Address: _____

Phone & email: _____

All items being sold: _____

Vendor Signature: _____ **Date:** _____

GDJBA may use my photo / info for marketing: Yes _____ No _____

Signature of Market Committee Member or GDJBA Member _____