

**TOWN OF SEYMOUR**  
**6500 Tower Dr. Eau Claire, WI 54703**  
**715.834.4999**

<b>Office Use Only:</b> _____ Application/Agreement _____ Certificate of Insurance _____ Board Approval _____ Payment in Full
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## 2021 ANNUAL FARMERS MARKET APPLICATION

Business Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Cell No. \_\_\_\_\_

Driver's License # \_\_\_\_\_ Email \_\_\_\_\_

.....  
List of products to be sold:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N/A - No of spaces needed for season \_\_\_\_\_ x \$ \_\_\_\_\_ each = \$ \_\_\_\_\_ owed

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The Town of Seymour Farmers Market is a public market where Vendors sell their products directly to consumers.

**Location of the Market:** The Farmers Market is located on the far North parking lot of the Seymour Town Hall

**Hours of Operation:** Farmers Market will operate every Saturday from April 15<sup>th</sup> through Sept 15<sup>th</sup>, or as needed or allowable on the Town schedule and is not to interfere with scheduled sports activities and other town hall rental events. Farmers Market hours are 8 am. to 12 pm.

**Definition of "Vendor":** A Vendor is a producer/grower who is offering for sale, products that have been raised or produced by the Vendor, members of his family or employees:

- Products for human consumption, such as fruits, vegetables, edible grains, nuts, berries, apiary products, maple sugars, syrups, poultry, fish, meat, eggs, and products for pet consumption.
- Non-edible products such as cut or potted flowers or plants, garden or kitchen items, food related products, hand crafted items or natural beauty items.

**Rules of Operation:** Vendors and their employees must conform to the Market rules or will forfeit their space. The Town has full authority to enforce the rules:

- Vendors and their employees must, at all times, conduct themselves in a pleasant, courteous, and respectful manner and must avoid unduly loud or vulgar language, drinking alcohol, being intoxicated, or engaging in any behavior that is argumentative or belligerent. Attracting attention by hawking or calling out is prohibited.

- Vendors must furnish their own tables, chairs, refrigeration, display equipment. Tents/shelters/canopies must be weighted down at all times. The owner/user assumes all responsibility for any damages.
- Vendors are responsible for transporting and displaying food with adequate protection against contamination. All trucks, equipment and displays must be kept clean at all times.
- Vendors are responsible for and must remove all waste, garbage or refuse from their space after market closes.
- No political campaigning or religious types of marketing.
- Vendors shall not bring any pets or animals into the market.
- All contract rules are subject to change
- All Applicable State and County Health Department rules and regulations must be followed.

## FARMERS MARKET VENDOR AGREEMENT AND INDEMNIFICATION

This Vendor Agreement and Indemnification is made set forth herein below, by and between the undersigned vendors. In consideration for the limited right to use an allocated space in the Town Hall North Parking Lot for the sale of goods at a Farmers Market, the Vendor agrees as follows:

1. **“As Is” Condition:** Vendor has inspected the Space and agrees to use the Space in its “as is” condition:
2. **Allowed Goods:** Vendor will use the Space solely for the purpose of the Market to sell fresh fruits, vegetables, flowers, sauces, meats, cheeses other food products and/or ancillary items. The Space shall not be used for any other purposes without the Towns prior written permission. No alcohol shall be sold.
3. **Set-Up and Teardown:** By 7:45am on each Market Day, Vendor shall cause its stands to be erected in the Space. Vendor shall only erect stands for the purpose of selling goods on paved portions of the Space. By 1pm on each Market Day, Vendor shall cause their stands to be disassembled and their Space to be cleaned of all debris. Vendor shall cause their Space to be restored to the condition it was in before the Market Day.
4. **Insurance:** Prior to the first Market Day, Vendor shall provide a general liability insurance policy in an amount not less than \$1,000,000 naming the Town of Seymour as additional insureds. Vendor shall maintain and provide all necessary proof of insurance required by the Town of Seymour.
5. **Indemnification:** Vendor shall indemnify, defend, and hold and save the Town of Seymour, and their respective officers, directors, agents, and employees (together, the “Indemnified Parties”), harmless from any and all claims, suits, demands, debts, undertakings or proceedings of any kind or nature, whether meritorious or frivolous, in any way arising out of the Vendor’s use of the Space, including liability caused in whole or in part by the Indemnified Parties. Vendor shall, at its own expense, appear, defend, and pay all attorneys’ fees and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Indemnified Parties in any such action, Vendor shall, at its own expense, satisfy and discharge same.

**Agreement:**

I, \_\_\_\_\_, have read the rules, regulations and policies as described for the Seymour Farmers Market and hereby agree to abide by them. I further acknowledge full responsibility for all activities conducted throughout the term of this permit and agree to hold the Town of Seymour harmless and to indemnify the Town of Seymour and the Town of Seymour Board from any and all claims arising under this permit.

Vendor’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_