



VENDOR HANDBOOK

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DEAR VALUED VENDOR,

Thank you for your interest in the Farmers Market at Saginaw Switchyard! We'd like to welcome you to our family of hard-working, friendly vendors. You can count on us to do everything we can to help you get established so that you can successfully market your products to our ever-growing base of loyal customers.

As we busily prepare for what we hope will be the best (first) farmers market season ever, we are excited to share with you the dates we will be open below!

2020 information for Farmers Market at Saginaw Switchyard:

- LOCATION - Willow Creek Park, Saginaw, TX 76179 (South end at Longhorn/Knowles)
- SEASON - April through November (2nd & 4th weekends)
- VENDOR BOOTH FEES - \$20.00 per day; \$10 non-refundable application fee

The Farmer's Market at Saginaw Switchyard is a casual, outdoor, seasonal market **located on the South end of Willow Creek Park close to Longhorn.**

Every 2nd and 4th Saturday and Sunday from April to late November, the market will offer something different – whether it's the freshest produce, live music, chef demonstrations, or health and wellness presentations – making it is as much a center of commerce as it is for the community to reconnect. Our market is open rain or shine but can close without prior notice during extreme weather conditions in order to maintain the safety of shoppers and vendors. It's a great place to bring the kids, throw a Frisbee, walk the dog, and pick up great local food products. Come experience the market. Learn from the farmers and wellness providers. Talk with local artisans. **Make your own statement in support of local food!**

Warm regards,

Karen Fuller
Executive Director
Farmer's Market at Saginaw Switchyard

info@saginawmarket.org

817-847-4554

OUR MISSION

The Farmers Market at Saginaw Switchyard enhances the lives of the community by creating access to healthy, fresh, locally grown food; from local farmers, food producers and artisans, providing community programs that foster social gathering.

GUIDING PRINCIPLES

1. Prioritize, in all decision-making, the interests of local, sustainable agriculture, and educate the public about agricultural concerns.
2. Provide an accessible, profitable venue for small-scale businesses that produce and distribute their products locally.
3. Present a diversity of the highest quality local vendors and handmade products in a vibrant marketplace.
4. Encourage environmentally, economically, and socially sustainable practices in organizational and vendor operations
5. Create an environment for our community to gather and participate in local culture and commerce.

2020 MARKET SEASON

The 2020 Market Season is 8 months: APRIL 2020 – NOVEMBER 2020. It will run the 2nd and 4th weekends; Saturday and Sunday mornings from 9:00am - 1:00pm There are 16 Saturday openings and 16 Sunday openings in the 2020 Market Season. Vendors should expect to spend 6 hours at the market with set up, operation and clean up.

SPECIAL EVENTS

Farmers Market at Saginaw Switchyard hosts special events that have extra promotion and vendor/visitor activities and involvement. Check online for the most up-to-date list of activities.

SPECIAL EVENTS CALENDAR

Market Day	Special Event
April	Market Opening Day TBD (Based on the City timeline)
May 8,9	Mother's Day Market
May 22,23	Memorial Day Market
June 12,13	Father's Day Market
July 10,11	Scavenger Hunt
August 14,15	Back 2 School

August 28,29	Labor Day Market
September 28	Pet Day
October 9,10	Celebrate Fall
October 23,24	Spooky Market
November 13,14	Holiday Market
November 28,29	Holiday Market - Last Market of the Season

RULES & REGULATIONS

1. All products sold at Farmers Market at Saginaw Switchyard shall be grown or produced within the geographic boundaries of the State of Texas, or within 150 miles of the Farmers Market at Saginaw Switchyard location.
2. Distributor products (MLM) like Scentsy, Origami Owl, It Works, are not allowed. Hemp based products are not allowed.
3. Vendors are encouraged to use environmentally responsible and sustainable methods of production.
4. All products must be labeled as to their origination. Any that are not grown or produced by the vendor themselves must be labeled with the name and location of the source farmer or producer. A fee of \$50 will be assessed if product origination is determined to not be disclosed or is outside the geographic boundaries outlined in item 1 of these Rules & Regulations. Said fee must be paid by the vendor prior to any future participation at Farmers Market at Saginaw Switchyard.
5. Each vendor is responsible for obtaining a sales tax number, if required by the State of Texas, and collecting and paying any sales tax assessed on their product(s). The vendor shall be responsible for filing any and all returns required by the State of Texas with respect to sales tax collection. Farmers Market at Saginaw Switchyard does not get involved with tax collections, audits or related activities.
6. The Farmers Market at Saginaw Switchyard Market Manager will have final approval of all vendor participation.
7. The Farmers Market at Saginaw Switchyard Market Manager has final authority on-site to interpret and enforce rules and regulations related to the safe and enjoyable conduct of all vendors, visitors and employees of the market. Vendors not complying with instructions or rules of Farmers Market at Saginaw Switchyard or its Market Manager will be considered in material breach and default of their application and may be asked to vacate their premises immediately without refund.
8. The Farmers Market at Saginaw Switchyard Executive Director may at his/her sole discretion, revise the Farmers Market at Saginaw Switchyard Rules and Regulations, and may alter operations of the market at any time. Current rules will be available on Farmers Market at

Saginaw Switchyard web site, www.Saginawmarket.org.

1. The Market is open the 2nd and 4th weekends of the market season, rain or shine. The Farmers Market at Saginaw Switchyard Executive Director and Market Manager may elect to close the market in the event of threatening weather.
2. All activities take place on the hard surfaces only. No merchandise or other items are to be on the lawn or in planted areas. No vehicles may ever be driven over curbs or landscaped areas.
3. All vendors, without exception, must sign the Insurance and Indemnity Agreement, rules and regulations, and the waiver and hold harmless agreement on their application before they can sell at Farmers Market at Saginaw Switchyard. (More details below in Market & Vendor Insurance and the waiver at the end of this document)
4. Vendors and Applicants are responsible for submitting all proper filings for requirements and providing proof of items to the Market Manager.

Health, Safety and Related Rules

1. Vendors and their employees are responsible for informing themselves about and complying with federal, state, and local health regulations and licensing requirements governing the production, display, distribution and sale of their products.
2. Manufactured food products must meet Tarrant County Health Department requirements, including licensing and permitting rules.
3. All foods must be properly labeled. Unlabeled packaged and/or processed foods are not allowed.
4. Vendors providing samples of their products must comply with the rules governing sampling, market sanitation and health issues of the Tarrant County Health Department or other authorities, as applicable.

Market Conduct

1. All vendors and their representatives shall conduct themselves in a professional manner while at Farmers Market at Saginaw Switchyard, and in accordance with local, state and federal laws while at Farmers Market at Saginaw Switchyard.
2. The vendor is solely responsible for the damages resulting from the sale of unsafe, unapproved or unsound goods.
3. Vendors **may not smoke** in any vendor area.

Vendor Booths

1. Booth setup on market day begins at 7:30 a.m. on Saturdays and Sundays; breakdown begins at 1 p.m. on Saturdays and Sundays. Breakdowns must be completed within one hour of market closing. **No breakdown before the official market closing time will be allowed.**
2. A Vendor/Business may request more than one 10 x 10 ft. booth space. This needs to be listed on the Vendor Application and communicated to the Market Manager. **Market Day Fees** are submitted for each 10 x 10 ft. booth space that is utilized. Vendors that use multiple spaces may be temporarily limited to 1 booth space if the Market Vendor attendance is high during special Market events.

3. The Farmers Market at Saginaw Switchyard Market Manager assigns booth spaces to vendors as they schedule their market day. At this time permanent vendor spaces will not be given due to the limited number of spaces in the market. Spaces will be given on a first come first serve basis.
4. All canopies, including umbrellas, on-site at Farmers Market at Saginaw Switchyard during normal market hours, including during setup and breakdown, are required to be sufficiently and safely weighted to the ground. Each leg must be anchored with no less than 10 pounds. Any vendor who fails to properly weight his or her canopy may not be allowed to sell at Farmers Market at Saginaw Switchyard that market day, unless that vendor chooses to take down and stow their canopy and sell without it.
5. **Vendors provide their own tables, chairs, signs, refrigeration, and storage.**
6. Each vendor is strongly encouraged to prominently display a sign in their booth, identifying the farm or business name, and the location (county or city) of the farm or business. Signs are suggested to be a minimum of 11" x 17". All product descriptions must be accurate and truthful.
7. Vendors shall supply all materials and containers for customer sales.
8. Trash must be placed into suitable containers and hauled off by the vendor; no trash may be left behind. Vendors must clean their space at the end of the market. A fee of \$50 will be levied against a vendor if it becomes necessary for the Farmers Market at Saginaw Switchyard Market Manager to clean their booth area after their departure. Said fees must be paid prior to any future participation at Farmers Market at Saginaw Switchyard by the vendor.

Market Days – Vendor Services

- Vendors may ask Market staff or volunteers (if they are available) to watch their booth, as needed.
- We will NOT be doing market cash/SNAP/etc. the first year. Make sure you have a way of accepting cash/credit card transactions.

Electricity

1. Electricity is available on-site and is owned by the City of Saginaw and will be available on a first-come, first-served basis.
2. Vendors requiring electrical power are responsible for providing their own outdoor extension cords and mats or tape to cover all portions of the cord that lie in any walking area used by market customers.
3. Vendors requiring electrical service to support compliance with health regulations have priority over electrical uses not required to ensure product safety.
4. Farmers Market at Saginaw Switchyard cannot guarantee the functionality of the electrical outlets, since they are the property of the City of Saginaw. **A backup power source is strongly recommended.**

Cancellations

1. Farmers Market at Saginaw Switchyard requires a minimum cancellation notice of 24 hours prior to the start time of the market. If there is no record verifying the cancellation, the vendor will still be responsible for the booth fee for that market day. Vendors may call Farmers Market at

Saginaw Switchyard at (817) 847-4554, email info@saginawmarket.org, or send a letter via U.S. Mail to the Farmers Market at Saginaw Switchyard address to cancel.

2. The Farmers Market at Saginaw Switchyard Market Manager will not take verbal cancellations during a market day.
3. A vendor who is a no-show on market day will not receive a refund of their booth fee. Vendors who no-show on two (2) or more occasions are subject to suspension from Farmers Market at Saginaw Switchyard for the remainder of the market season.

Weather Policies

The Farmers Market at Saginaw Switchyard is an outdoor Market.

Commercial General Liability Insurance can protect your business and the Farmers Market at Saginaw Switchyard in the event of accidents due to weather.

Rainy Day Policy:

- The Farmers Market at Saginaw Switchyard does not have any indoor options to move markets during inclement weather.
- If there is thunder, lightning, high winds, and/or severe weather, then we are required to cancel the market.

Windy Day Policy:

- On days with high winds or days with gusts, all freestanding display racks, sandwich boards, and shelves must be secured with stakes or weights. If this is not feasible, none of these items will be permitted. Please assess the weather conditions when setting up your booths.
- If the wind starts to destabilize canopies or other display items, all vendors will be required to take down canopies and remove free-standing display items for the remainder of the market day.
- In severe situations, the market will close early.
- Farmers Market at Saginaw Switchyard is NOT responsible for lost or damaged merchandise.

No refunds or payment transfers are provided in the event of market cancellation.

Insurance and Indemnity

All authorized organizations participating in the Farmers Market at Saginaw Switchyard shall be individually and severally responsible to Farmers Market at Saginaw Switchyard and the City of Saginaw (the City) for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the organization's negligence or that of its servants, agents, and employees. All organizations hereby agree to indemnify and save Farmers Market at Saginaw Switchyard and the City harmless from any loss, cost, damages, and other expenses, including attorney's fees, suffered or incurred by Farmers Market at Saginaw Switchyard and the City by reasons of the organization's negligence or that of its servants, agents and employees; provided that the organization shall not be responsible nor required to indemnify Farmers Market at Saginaw Switchyard and the City for

negligence of Farmers Market at Saginaw Switchyard and the City, its directors, volunteers, servants, agents or employees. No insurance is provided by Farmers Market at Saginaw Switchyard to participants in Farmers Market at Saginaw Switchyard. **All busker, food, artisan and specialty producers are strongly encouraged to carry \$1 million in general liability insurance naming Farmers Market at Saginaw Switchyard as additional insured.**

I have read the Vendor Application and the Farmers Market at Saginaw Switchyard Rules & Regulations. If accepted into Farmers Market at Saginaw Switchyard, I hereby agree to abide by said Rules & Regulations. I acknowledge full responsibility for all my activities in the market, and for those assisting me, throughout this market season. I acknowledge the authority of the Farmers Market at Saginaw Switchyard Executive Director, Market Manager, and Farmers Market at Saginaw Switchyard Board of Directors to immediately settle any disputes regarding presentation, demonstration or entertainment legitimacy, procedural and conduct violations, and impose any penalties, including possible suspension or removal from the market. I agree to allow the Farmers Market at Saginaw Switchyard Executive Director, Board of Directors, or representatives of Farmers Market at Saginaw Switchyard at any time to inspect the premises where the products I've offered for sale are produced. Failure to allow an inspection will constitute a violation of the Farmers Market at Saginaw Switchyard Rules & Regulations.

All vendors must review and agree to the Farmers Market at Saginaw Switchyard Rules & Regulations; Insurance and Indemnity; Application rules; and the waiver. Applicants' electronic signature is submitted with the Vendor Application.

Market & Vendor Insurance

Vendor Liability Insurance helps to protect Farmers Market at Saginaw Switchyard so that an accident involving a single vendor does not threaten the market. Vendor Liability Insurance can also protect your business at additional Markets and may protect your products and equipment from unforeseen loss.

- It is strongly recommended that all vendors carry business liability insurance with the Farmers Market at Saginaw Switchyard as additional insured.
- Insured Vendors should provide proof of General Commercial \$1 million of liability insurance with the Farmers Market at Saginaw Switchyard named as additional insured.
- Please provide a copy of your certificate of insurance to the Market Manager.

American National, has an insurance policy specifically designed for cottage food producers:

<http://farmandranchfreedom.org/texas-cottage-foods-law-2013-faq/>

<http://texascottagefoodlaw.com/Resources/Liability-Insurance>

Artist and Craft Insurance: <https://insuranceforartists.com/>

It may be possible to add the Farmers Market at Saginaw Switchyard and Vendor Insurance to current home insurance policies.

Please have your insurance company add the following to your certificate of insurance as additional insured, with a waiver of subrogation and agreement to be primary coverage.

Farmers Market at Saginaw Switchyard
300 Belmont Street
Saginaw, TX 76179

VENDOR APPLICATION & VENDOR TYPES

Application Deadline and Review Process

- Vendor applications are accepted throughout the market season.
- All Applicants are required to submit a non-refundable \$10 Application Fee.
- Pay Online: <https://saginawmarket.org>
- The Application Fee must be paid online.
- The Vendor Application will not be reviewed unless the Application Fee is submitted.
- The Vendor Application Review Process may take up to 1 week during the Market season.
- Vendors from the previous Market season are given a priority status application time period.
- The Market will review vendor applications based upon product type, current number of vendors selling similar products, and product quality. Except for agricultural products, the Market strives to have no more than 2 vendors selling very similar items. This is determined on a case-by-case basis by Market staff. Uniqueness of vendor items and proof of Vendor Liability Insurance will be considered in vendor approval decisions.

Vendor Information

Information about becoming a vendor is located within the vendor section of the Farmers Market at Saginaw Switchyard website. Farmers Market at Saginaw Switchyard handbook and application are now available on our website saginawmarket.org.

Market Day Fee(s)

The daily vendor booth fee is \$20 per 10x10 sq. ft. space for all vendors in the Market.

The Market Day Fee must be paid one week in advance.

No cash will be accepted for market fees.

Payment can be made one of two ways:

- *Best Option* Pay Online: <https://saginawmarket.org>
- Pay by Check - Mailed to 300 Belmont St, Saginaw, TX 76179

Date Changes & Refunds:

- No refunds will be given for inclement weather or date cancellation.

- Vendors experiencing emergencies and unexpected circumstances may request a refund or payment credit.

If plans change and you will be missing a Market date, please send a courtesy email to info@saginawmarket.org so we can make the necessary site map adjustments.

Farmers

Agricultural Producers and Farmers are an integral part of the Farmers Market at Saginaw Switchyard. We welcome new and returning local and regional producers of agricultural products throughout the season. Agricultural Producer / Farmer Defined:

- 75% of the vendor's sales at the Market are from agricultural products.
- Any and all products are raised or produced on the farm and processed or manufactured on the farm.
- All agricultural products sold at the market shall be of merchantable quality.
- Agricultural Products are defined (in U.S. Code Title 7, Ch. 18, Section 451) as: agricultural (fruits and vegetables), horticultural (plants), vinicultural (wine), dairy products, livestock and the products thereof, products of poultry and bee raising (meats and honeys), edible products of forestry, and any and all products raised or produced on farms and its processed or manufactured products.

Cottage Food Vendors

- Cottage Food Vendors at the Farmers Market at Saginaw Switchyard are encouraged to use high quality and organic ingredients.
- Cottage Food Vendors are required to be familiar with and comply with all current aspects of the Texas Cottage Food Law:
 - ◆ <http://texascottagefoodlaw.com/>
 - ◆ <http://texascottagefoodlaw.com/FAQ>
- Any Cottage Food Vendor that is non-compliant with the Texas Cottage Food Law, mislabels, or falsely advertises food products may have their vendor privileges revoked without refund.
- Cottage Food Vendors are required to have a valid Texas Food Handler Certificate (**\$7–10 Fee**).
- The class and certificate are taken online.
- The Texas Food Handlers Certificate lasts 2 years.
- Please upload an image of the Food Handler Card on the online application, before your first Market day.

Cottage Food Vendors may sell the following items:

<http://texascottagefoodlaw.com/Resources/Allowed-Foods>

- Baked goods that do not require refrigeration
- Cakes, cookies, breads, pastries and pies
- Nuts and unroasted nut butters

- Fruit butters, jams and jellies
- Dehydrated fruits, vegetables and beans
- Popcorn and popcorn snacks
- Granola and cereal
- Candy
- Roasted coffee
- Tea, herbs and herb mixes
- Dry mixes
- Pickles
- Vinegars and Mustards

Cottage Food Vendors must follow all labeling requirements of the State of Texas:

<http://texascottagefoodlaw.com/Resources/Sample-Label>

- Name and physical address of the Cottage Food producer
- Name of the product: ex. “chocolate chip cookies”
- List of major allergens in the product including: “wheat, dairy, nuts, peanuts, eggs”
- Statement of non-inspection: “This food is made in a home kitchen and is not inspected by the Department of State Health Services or a local health department.”

Cottage Food Vendors must follow all labeling requirements of Farmers Market at Saginaw Switchyard.

We want our visitors to be informed about the ingredients in your products so they can make informed buying choices. The consumers know the many names that their allergen is known by, but as the producer you may not. Thank you for helping make the Market a place where consumers can make informed food choices.

Read the Cottage Food Law (HB #970):

<http://www.legis.state.tx.us/tlodocs/83R/billtext/html/HB00970F.htm>

For more information on Cottage Food products and practices:

- <http://www.dshs.texas.gov/foodestablishments/cottagefood/faq.aspx>
- <http://farmandranchfreedom.org/texas-cottage-foods-law-2013-faq/>

Specialty Vendor

As a farmer’s market, our vendor priority is obviously grown food, or locally produced food. However, we can and do allow specialty vendors if the product is a complement to food products or furthers the mission of Farmers Market at Saginaw Switchyard.

Specialty vendors will be considered on a case-by-case basis and must be reviewed and approved by the Farmers Market at Saginaw Switchyard Executive Director. Specialty vendors will also be limited

in the number of market appearances per season as space allows.

Farmers Market at Saginaw Switchyard does not allow any type of (MLM) multi-level marketing booths at the market.

Note to Pet Food Vendor Applicants: The State of Texas is one of the stricter states on pet food licensing, packaging and labeling. Therefore, all products offered at Farmers Market at Saginaw Switchyard for animal consumption must be in compliance with the guidelines set forth by the State of Texas Chemist office.

Artisan & Craft Vendor

At least three (3) booths per market day will be dedicated to artisan and craft vendors, with per market day selection focusing on diversity and consistency.

The product categories accepted for these booths are

- Handmade items;
- Food related, derived or themed products;
- Recycled or repurposed items;
- Gardening related or themed.

While we respect independent sales consultants with direct selling businesses and organizations, artisan and craft vendor booths are not available for this purpose, regardless of the product category.

Community Booth

Farmers Market at Saginaw Switchyard desires to give back by featuring organizations that add value to our community through education or outreach. For this reason, we offer one (1) Community Booth space almost every Saturday during market season at no cost. Our only request is that the organization promote its attendance at Farmers Market at Saginaw Switchyard.

Items offered for sale in the Community Booth must be approved by the Farmers Market at Saginaw Switchyard Market Manager before the market day.

Busker

Farmers Market at Saginaw Switchyard neither pays nor charges a fee for the busker program; buskers are compensated by tips and exposure during market hours.

Food Vendors

Vendors who prepare food on-site at the Market, that are not listed on the cottage food list must obtain a health permit from Tarrant County.

Pets

The Farmers Market at Saginaw Switchyard is a pet-friendly outdoor Market.

We ask that you be a responsible pet owner: keep pet on leash, do not bring aggressive pets to the market, and pick up after your pet.

Pet Day will be on September 28th this year. Farmers Market at Saginaw Switchyard will have pet vendors and pet activities on this very popular day. Farmers Market at Saginaw Switchyard will feature local pet product vendors including natural dog treats, handmade collars, toys and accessories, grooming and pet friendly organizations.

Policies

RELIGIOUS AND POLITICAL ORGANIZATIONS

The Farmers Market at Saginaw Switchyard is a non-partisan, secular, 501(c)(3) non-profit organization. The federal tax code prohibits partisan political activities and/or religious affiliations by 501(c)(3) charitable organizations. Partisan or religious organizations, solicitors, candidates, or other representatives of unapproved organizations will be asked to stop any prohibited activities or be asked to leave the Market if they do not stop prohibited activities.

Farmers Market at Saginaw Switchyard does not allow organizations with a political or religious affiliation to join the Market as vendors. We welcome visitors of all political and religious backgrounds and want everyone to feel welcome at the Market.

WILLOW CREEK PARK USAGE

Farmers Market at Saginaw Switchyard is approved for park usage at Willow Creek Park, by the City of Saginaw. No unapproved vendors, solicitors, or informational flyers are permitted during the Market. Unapproved vendors, solicitors, and organizations will be asked to stop the prohibited activity and/or leave the Market site.

THE FINE PRINT

The vendor application and handbook are effective for the entire market season (April – November) in which the vendor is applying unless revoked sooner for a cause due to the vendor's violation of the contract.

The vendor application is not transferable. If a business changes ownership a renewal application must be submitted for approval.

By submitting a vendor application, the applicant agrees to the Waiver and Hold Harmless Agreement, Rules and Regulations of the Farmers Market at Saginaw Switchyard, and the Insurance Indemnity Statement.

Waiver and Hold Harmless Agreement:

I agree to the rules of the Farmers Market at Saginaw Switchyard as outlined in the Vendor Handbook. Please read the following agreement and waiver carefully, as it affects your future legal rights. By

proceeding with your application and approval as a vendor Farmers Market at Saginaw Switchyard, you acknowledge and agree that you have carefully read the agreement and waiver and agree to the terms set forth below.

In consideration of being permitted to participate as a Vendor in Farmers Market at Saginaw Switchyard (hereafter known as “Farmers Market at Saginaw Switchyard”) on behalf of yourself and any personal representatives, assigns, heirs, executors, successors, next of kin, and persons supported by you, you understand that:

1. You represent and warrant to Farmers Market at Saginaw Switchyard that you have full legal authority and capacity to complete the application, including this Agreement and Waiver, on behalf of yourself and/or, where applicable, any party for whom you are applying, (the “Vendor Parties”), including authority to make use of the credit or debit card to which fees will be charged. As used in this Agreement and Waiver, (a) Farmers Market at Saginaw Switchyard means and includes Farmers Market at Saginaw Switchyard, its directors and members; and (b) “you” or “your” means and includes you (as an individual) and your employees and agents, suppliers, volunteers, and family members and by virtue of agreeing to this Agreement and Waiver, for whom you are waiving certain rights. To the extent permitted by law, each person agreeing to this Agreement and Waiver for him/herself and /or on behalf of another employee or volunteers of Vendor agrees to indemnify, defend, and hold Farmers Market at Saginaw Switchyard harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys’ fees and associated expenses) of any kind or nature (each, a “Liability” and collectively “Liabilities”) in the event the Liability arises because a Vendor is found by a court of competent jurisdiction to not be bound by the terms and conditions of this Agreement and Waiver. In addition, if despite this Agreement and Waiver, any of the Vendor Parties makes a claim against Farmers Market at Saginaw Switchyard, you agree, immediately upon request or demand by Farmers Market at Saginaw Switchyard, to defend, indemnify, and hold Farmers Market at Saginaw Switchyard harmless from all Liabilities which may be incurred as the result of such claim.
2. In consideration of the acceptance of your application, you assume full and complete risk and responsibility for any illness, injury, or accident which may occur while you are preparing for the market, during the market, and while you are on the market site, you are aware of and assume all risks associated with participating in the market, including without limitation risks of permanent injury or death due to falls, contact with others, acts or omissions of other vendors or shoppers, or effect of weather.
3. You agree to observe and obey all posted rules and warning, to follow any instructions or directions provided to you by Farmers Market at Saginaw Switchyard and to abide by any decision of any Market official relative to your ability to safely participate in or attend the Market. You understand and agree that you are expected to exhibit appropriate behavior at all times while at the Market and to obey all applicable laws while participating in or attending the Market. This includes, generally, respect for other people, equipment, facilities or property. You agree that Farmers Market at Saginaw Switchyard officials may dismiss you, without refund, should your behavior, in the opinion of Farmers Market at Saginaw Switchyard, endanger the safety of or negatively affect the Market. You understand and agree that Farmers Market at Saginaw Switchyard is not responsible for any personal item or property that is lost, damaged, or stolen at

the Market. You understand and agree that Farmers Market at Saginaw Switchyard reserves the right to cancel the Market in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots, or for any reason that would affect the safety and security of participants and/or visitors. In the event of such cancellation or any other cancellation for any reason, there will be no refund of your payment. You agree to hold Farmers Market at Saginaw Switchyard harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees) of any kind or nature, related to any cancellation or disruption of the Market.

4. RELEASE AND WAIVER OF LIABILITY. YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE FARMERS MARKET AT SAGINAW SWITCHYARD AND ALL OTHER PERSONS ASSOCIATED WITH THE MARKET, FOR ALL LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES THAT YOU MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR APPLICATION AND/OR PARTICIPATION IN THE MARKET, INCLUDING WITHOUT LIMITATION ANY LIABILITIES, CLAIMS ACTIONS, OR DAMAGES CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES OR THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES. FARMERS MARKET AT SAGINAW SWITCHYARD SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FARMER'S MARKET AT SAGINAW SWITCHYARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, FARMERS MARKET AT SAGINAW SWITCHYARD WILL NOT BE RESPONSIBLE FOR (A) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED THROUGH OR FROM THE FARMERS MARKET AT SAGINAW SWITCHYARD; (B) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY FARMERS MARKET AT SAGINAW SWITCHYARD; (C) PERSONAL INJURY; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY AT THE FARMERS MARKET AT SAGINAW SWITCHYARD SITE; (E) ANY OTHER MATTER RELATING TO THE FARMERS MARKET AT SAGINAW SWITCHYARD SITE OR SERVICES; OR (F) YOUR PARTICIPATION IN THE MARKET. YOU AGREE THAT FARMERS MARKET AT SAGINAW SWITCHYARD'S MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY FARMERS MARKET AT SAGINAW SWITCHYARD FROM YOU. NOTHING IN THIS AGREEMENT AND WAIVER SHALL BE CONSTRUED AS LIMITING OR EXCLUDING FARMERS MARKET AT SAGINAW SWITCHYARD'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL OR UNLAWFUL TO EXCLUDE OR ATTEMPT TO EXCLUDE LIABILITY. YOUR STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY THIS AGREEMENT AND WAIVER.
5. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS FARMERS MARKET AT SAGINAW SWITCHYARD AND ALL OTHER PERSONS ASSOCIATED WITH THE MARKET, FROM ALL LIABILITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR PARTICIPATION IN THE MARKET, INCLUDING WITHOUT LIMITATION ANY LIABILITY CAUSED BY NEGLIGENCE, THE ACTION OR INACTION OF WAIVER AND/OR THE TERMS OF USE INCLUDED IN THE VENDOR HANDBOOK.
6. You agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted

by applicable law, and if any provision of this Agreement and Waiver is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement and Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest intent and economic effect of the unenforceable provision and the Agreement and Waiver shall be deemed amended accordingly.

7. ACCEPTANCE. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU AND ALL RELATED PARTIES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

POSSIBLE INCLUSIONS:

I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

I grant permission to the Farmers Market at Saginaw Switchyard, its affiliates, sponsors, and assigns to use any photographs, motion pictures, recordings or any other record of this event for any purpose including but not limited to promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of the Farmers Market at Saginaw Switchyard.

Applicant's signature

Date

(If applying online, clicking "Submit" is your signature.)