

Homer Farmers' Market

Homer, New York

Name: _____

Business: _____

Phone: _____ Email: _____

Street Address: _____

City: _____ State: _____ Zip: _____

2022 Vendor Permit Application

☐ New Vendor ☐ Returning Vendor (since when _____)

☐ Full Member ☐ per Diem

Tax & Permit Info (if applicable)

Sales tax # _____

Ag & Market permit # for plants or processed products: _____

Are you a New York State Farmers' Market Nutrition Program (FMNP) participant for 2022? ☐ Yes ☐ No ☐ N/A

Product Information: All products must be made or raised by the vendor.

☐ **Meats:** Please list

☐ **Vegetables:** Please list

☐ **Fruits:** Please list

☐ **Dairy & Eggs:**

- ☐ Milk
- ☐ Ice cream
- ☐ Eggs
- ☐ Yogurt
- ☐ Cheeses (types) _____

☐ **Plants:**

- ☐ Bedding plants
- ☐ Perennials
- ☐ Other _____

☐ **Value-added Products/Ornamentals:**

- | | |
|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> Baked goods | <input type="checkbox"/> Gourds |
| <input type="checkbox"/> Candies | <input type="checkbox"/> Herbs |
| <input type="checkbox"/> Cider | <input type="checkbox"/> Jams/jellies |
| <input type="checkbox"/> Cut flowers | <input type="checkbox"/> Maple syrup |
| <input type="checkbox"/> Honey | <input type="checkbox"/> Nuts |

- | | |
|--|---|
| <input type="checkbox"/> Specialty sauces,
dressings,
mustards | <input type="checkbox"/> Wine |
| <input type="checkbox"/> Tofu | <input type="checkbox"/> Other _____
_____ |
| <input type="checkbox"/> Herbal vinegars | |

Crafts: Please describe

☐ **Prepared Foods:** Please list

Licenses: Please fill in all that apply and attach copies of all certs/licenses. Sales Tax/EIN # _____

Organic Certification # _____ Health Dept # _____ Home Processing # _____

_____ Ag & Markets # _____ Nursery/Growers License # _____

_____ **Accepts:** SNAP/EBT _____ WIC _____ Other (list) _____ **Credit Cards: Yes No**

Anticipated Selling Season:

*Please indicate the season/dates during which you would like to sell. Please note that this application is good for one full year, therefore all markets of interest must be checked now. No location is guaranteed from year to year. Individuals requesting one-time or sporadic participation, please attach a page and note dates requested.

_____ Summer May 7th- Oct 29th (25 weeks) Saturdays 9:00 AM- 1:00 PM

June 1- October 26 (22 weeks) Wednesdays 4:30-7:30 PM except

No Market July 16 or August 3. Market will be held August 2 4:00-8:00 PM

_____ Holiday Nov 19th and- Dec 17th only. Market will be in the Community Building behind the fire department building for the Holiday Market only.

No fees for 2022 Calendar Year.

Participation in the Village of Homer Farmers Market Vendor Form 2022

This **SERVICES AGREEMENT** ("Agreement") is between _____ ("Vendor"), located at _____ and **Village of Homer** and its affiliates, ("Extension", "we", "us" or "our"), located at 31 North Main Street, Homer, NY 13077 and is effective _____ ("Agreement Effective Date").

1. SERVICES DESCRIPTION (Fully Describe Services to be performed, attach proposal, or purchase order documents and note here):

2. PROCESS; TIMELINE DESCRIPTION.

3. TERM AND TERMINATION. This Agreement shall commence as of the Effective Date and shall continue until one year from the Effective Date.

4. FEES; PAYMENT:

There will be no market fees for the 2022 Calendar Year.

5. WARRANTIES.

a. Infringement. Vendor warrants that the Services and Deliverables, if any, provided hereunder will not infringe on any third party's intellectual property or moral rights, nor upon any third party's rights of personality or publicity.

b. Authority. Each party warrants that: (i) they have the power and authority to enter into and perform this Agreement; (ii) the Agreement will be a legally valid and binding obligation enforceable against either party; and (iii) there are no pending or threatened litigation actions, claims or proceedings, and there are no pending judicial or administrative orders or rules, that would materially impact their ability to perform hereunder.

c. Performance. Vendor warrants that it will perform its obligations in a timely, skillful manner, in accordance with industry best practices and agreed specifications.

d. Compliance with Laws. Vendor warrants that neither its execution of this Agreement nor its performance of the Services violates any applicable law, regulation, or rule of any authority having jurisdiction, including without limitation OFAC (including without limitation, privacy, import, export, currency control, labor, hazardous materials, safety and environmental laws, rules, and regulations), or any contract between Vendor and any other person or entity. Each party warrants that it shall comply with all applicable federal, state, and local laws and regulations.

e. Information. We shall provide Vendor with information reasonably necessary to perform the Services, and reasonable access to personnel and other reasonable assistance required. We warrant that to the best of our knowledge all information provided hereunder will be accurate and complete in all material respects.

6. Personnel. Vendor warrants that it will retain qualified personnel and provide any training, tools, supplies or other resources necessary to perform the Services. Vendor will ensure that its employees at all times observe our security policies and, when performing Services on our premises, our workplace policies. Vendor represents that it shall only assign personnel that are legally eligible to work, have successfully completed a background check and that all assignments shall be in compliance with applicable equal opportunity laws, all of which Vendor shall certify if we request.

7. Registration. Vendor warrants that it is registered with all necessary state regulatory authorities and that it is not listed on any state debarment lists, and that it, upon demand, shall provide proof of such registration to us.

8. INDEMNIFICATION. To the fullest extent permitted by law, Vendor shall indemnify, defend, and hold us and our respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the Vendor or any of Vendor's subcontractors of this Services Agreement, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Vendor or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party.

9. ACCESS TO PREMISES. We make no representations with respect to the physical conditions or safety of our premises. Vendor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Services and all property and persons which may be affected by its operations in performing the Services.

10. INDEPENDENT CONTRACTOR; EMPLOYEES: Each party is an independent contractor and not the other's agent, partner, fiduciary or representative. Neither party shall act or represent itself, directly or by implication, in any such capacity or assume or create any obligation on the other's behalf.

11. NOTICES. Any notices specified herein shall be in writing and deemed given or made if delivered: (a) by personal delivery with signed receipt; (b) by reputable courier with signature required; (c) by United States registered or certified mail, postage prepaid, return receipt requested. Notices shall be delivered to the parties at the addresses set forth above or as otherwise designated in writing. The parties agree that general operational communications may be transmitted via e-mail or facsimile between the parties' authorized business contacts.

11. LIMITATION ON DAMAGES. EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE HEREUNDER TO CLAIM OR RECOVER PUNITIVE DAMAGES. Neither party shall be liable for indirect, special,

or consequential damages arising out of or relating to this Agreement, except where such damages arise out of or relate to the party's intentional, reckless, or grossly negligent acts or omissions.

12. AGREEMENT. This Agreement contains the parties' entire understanding relating to its subject matter and supersedes all prior discussions, understandings, and agreements. No alteration or modification of this Agreement shall have any force or effect unless in a written instrument signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original but together constitute the same instrument. Delivery of an executed Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. If any provision hereunder shall be held invalid, unenforceable or in conflict with any applicable law or regulation, this Agreement shall be considered divisible, and the validity of the remaining provisions shall not be affected. No waiver or failure of either party to keep or perform any term or condition hereof will be deemed a waiver of any preceding or succeeding breach of the same or any other term or condition. The remedies herein provided shall be deemed cumulative, and the exercise of one will not preclude the exercise of any other nor will the specification of remedies preclude other remedies available at law or in equity. This Agreement shall be binding upon and inure to the benefit of us, Vendor, and the respective successors and assigns of each. All consents, approvals, notices, requests, and similar actions to be given or taken by either party shall not be unreasonably withheld or delayed and each party shall only make reasonable requests. Headings shall not be used for interpretation. Sections 6, 7, 8, and attached Exhibit A conditions shall survive termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above:

Vendor Full Name, Entity: _____

_____**SIGNATURE**

_____**TITLE**

_____**Date Signed**

No work or services shall be commenced until these conditions are met and approved the Village of Homer Board of Trustees.

Vendor agrees to abide by the rules of the Homer Farmers Market. Please sign and email to tdigennaro@homerny.org or mail/in person to

Village of Homer Offices
Tanya DiGennaro- tdigennaro@homerny.org
31 North Main Street
Homer, NY 13077
607-749-3322