

COMMERCIAL LIABILITY INSURANCE All authorized vendors participating in the Washington Park Farmers Market shall be individually and severally responsible to Guilderland Farmers Market, Inc. (GFM) City of Albany (COA), and the for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendor's negligence or that of its servants, agents, and employees, and all vendors hereby agree to indemnify and save GFM, and COA, harmless from any loss, cost, damages, and other expenses, including attorney's fees, suffered or incurred by GFM, and COA by reasons of the vendors' negligence or that of its servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify GFM, COA for negligence of GFM, COA, its directors, volunteers, servants, agents or employees. No insurance is provided by GFM to participants in the Market. All producers shall be required to carry the appropriate commercial liability insurance (\$1,000,000) and are required to name GFM and COA as additional insured. Insurance Co.:

Note: Craft/Merchandise vendors that do not sell any food, and that are granted a waiver after they have certified that they are unincorporated small businesses for which the provision of Commercial General Liability insurance would impose an undue financial burden are not required to provide proof of Commercial General Liability insurance coverage. Wineries, microbrews, distilleries and cideries are additionally required to provide proof of liquor liability insurance with a policy limit of no less than \$1,000,000. The Vendor agrees to procure and maintain during the period covered by this agreement the following types of insurance: Commercial General Liability (CGL) \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate.

Policy #: \_\_\_\_\_ \*\*\*Please attach a copy of the certificate to the application.\*\*\*

VI. Fees and Payments must be made before the day of the market. Vendors who pay first will get first choice of location that will be managed by this market.

#### VII. MARKET AGREEMENT

I have read the Market Application, Market Rules, Procedures & Product Guidelines. If accepted into this Market, I hereby agree to abide by those rules. Further, I agree to sell at Washington Park Famers Market only such items as those listed in the Market Application unless an additional request is granted by the GFM at a later date. I also acknowledge those products must be of my own production or produced at the location described in the Market Application. I acknowledge full responsibility for all my activities in the Market (and for those assisting me) throughout the Market Days.). I acknowledge the authority of the Market Manager and/or the GFM Board of Directors to immediately settle any disputes regarding product legitimacy, procedural and vendor conduct violations, and impose any penalties, including possible suspension or removal from the Market, subject to appeal under the procedures set by NYS. I agree to allow the Market Manager, Board of Directors, representatives of GFM and/or County Extension Agent to inspect, at any time, the premises where the products offered for sale are produced. Failure to allow an inspection will constitute a violation. I understand that GFM does not carry any insurance policies to cover individual participants and that I am required to carry such insurance. I certify that the information contained in this application is true and accurate.

Business Name: \_\_\_\_\_

Vendor's Name(s): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_