

**FARMERS MARKET
APPLICATION TO SELL
AND CONTACT INFORMATION.**

Office Use Only:
___ Application
___ Certificate of Insurance
___ Agreement and Indemnification
___ Payment in Full

Date _____ Illinois Sales Tax License No. _____
[If license has not been received, give date of application for license:]

Business name _____ Contact _____

Address _____

Town _____ State _____ Zip _____

County _____ Email _____

Phone No. _____ Fax No. _____

Cell Phone _____ Website: _____

List products to be sold:

Access to electricity needed? ___yes ___no

_____ spaces for the season x \$300 each = \$_____ owed

Payment

Check # _____ made payable to Arlington Heights Historical Society or

Credit Card:

MC VISA Discover Credit Card # _____

Exp date _____ 3 digit V-code _____

AFFIDAVIT

I, _____, hereby agree to sell or offer for sale on the Arlington Heights Farmer's Market, only such items as listed above, as are my own production. Further, I acknowledge full responsibility for all activities conducted throughout the term of this permit and agree to hold the Village of Arlington Heights, The Arlington Heights Historical Society, and the Arlington Heights Park District harmless and to indemnify the Village of Arlington Heights, The Arlington Heights Historical Society, and the Arlington Heights Park District from any and all claims arising under this permit.

Vendor's Name

Date

By: _____

Name: _____

Title: _____

**FARMERS MARKET VENDOR AGREEMENT AND INDEMNIFICATION
(2017)**

This Vendor Agreement and Indemnification (this “Agreement”) is made as of the _ date set forth herein below, by and between the undersigned vendor ("Vendor") and the Arlington Heights Historical Society (“Society”).

In consideration for the limited right to use an allocated space (the “Space”) in the Village Parking Lot S for the sale of goods at the Arlington Heights Farmers Market (“Market”) and the market manager services provided by the Society, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendor agrees as follows:

1. **Rules of Operation.** Vendor has received a copy of the Arlington Heights Farmers Market Rules of Operation (the “Rules”) and hereby agrees to comply with the Rules.
2. **“As Is” Condition.** Vendor has inspected the Space and agrees to use the Space in its “as is” condition;
3. **Allowed Goods.** Vendor will use the Space solely for the purposes 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 Society’s prior written permission. No alcohol shall be sold.
4. **Market Days.** The Market will operate only from June 3rd to October 14th, 2016 between the Hours of 7:30 a.m. to 12:30 p.m.
5. **Set-Up and Teardown.** By 7:30 a.m. 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 to be erected on paved portions of the Space. By 1:30 p.m. on each Market Day, Vendor shall cause its stands to be disassembled and its Space to be cleaned of all debris. Vendor shall cause its Space to be restored to the condition it was in before the Market Day.
6. **Refuse.** Village’s Public Works Department will supply barricades and garbage cans for use in the market area of the Lot by 7:00 a.m. on each Market Day and will remove the barricades and garbage cans after 2:00 p.m. on each Market Day.
7. **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 Village of Arlington Heights, the Arlington Heights Historical Society and the Arlington Heights Park District

as additional insureds. Vendor shall maintain and provide all necessary proof of insurance required by Village and/or Society.

8. **Indemnification.** Vendor shall indemnify, defend, and hold and save the Village of Arlington Heights, the Arlington Heights Historical Society and the Arlington Heights Park District, 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.

In Witness Whereof, the parties have executed this Agreement as of this _____ day of _____, 2017.

VENDOR:

Vendor’s Name

By: _____

Name: _____

Title: _____

SOCIETY:

ARLINGTON HEIGHTS HISTORICAL
SOCIETY

By: _____

Name: _____

Title: _____