



# City of Highland Highland Farmer's Market



## Vendor Guidelines

### **Market Operation**

The Highland Farmer's Market operates seasonally from May 21 to September 24.

Location: Highland Town Square. Address: 914 Main St. Highland, IL 62249

Hours: 4:00pm to 7:00pm

### **Health Requirements**

**Generally.** Vendors must comply with Madison County Health Department's regulations and maintain and display all required permits at all times during the Market season.

**Clean and Sanitary Booth Space.** Vendors must maintain their space in a clean, safe, and sanitary manner during the course of each market.

**Sampling Foods.** A hand wash station is required at each food booth that is selling ready to eat food or sampling.

### **General Information**

**Acceptance.** The Highland Farmer's Market must approve Vendors and all products and services offered by Vendors before they are permitted to participate in the Market. Please submit all information with your Vendor Application

**Required Documentation.** Any person who has been approved to participate in the HFM is required to submit the following before they can participate in the Market.

- Completed Vendor Application
- Signed Hold Harmless Agreement
- Health Permits

**Release, assumption of risk, waiver of claims, and indemnity agreement:**

Whereas, the undersigned individual, undersigned group and/or the undersigned adult on behalf of the designated minor, (hereinafter referred to as releasor), desire to use and or participate in market activities at the vine street market hereinafter referred to as (market) for a particular use, and

Whereas, it is the intent of the releasor that neither the City of Highland, nor their respective agents, officers, promoters, sponsors, advertisers, owners, lessees, and/or employees shall be sued nor have any liability in the event of suit or claim as a result of any incident or injury, physical, financial or otherwise arising out of the conditions or use of said facility.

Now, therefore, in consideration of the permission to use market or any equipment belonging to City of Highland, it is hereby agreed as follows:

**Assumption of risk and waiver:**

The releasor fully understanding said risk of personal injury, hereby knowingly and with full understanding that this action means that they cannot sue or bring any action to recover money or other damages as a result of any such injury, hereby specifically and knowingly assume any and all risk of injury which may arise from any source as a result of using the market or any equipment belonging to City of Highland.

**Waiver of right to sue:**

Releasor, their personal representatives, agents, employees, heirs, and legatees, with full knowledge of the consequences of this agreement, agree to waive any and all rights said individuals or groups would have to bring suit against City of Highland arising out of the use of the market facility or any equipment belonging to City of Highland.

Releasor, with full knowledge of the consequences of any pertinent local, state, or federal law, do have the proper licenses, permissions, and permits from the state of Illinois, county of Madison, and the City of Highland to use market.

**Indemnity and hold harmless**

The releasor, their personal representatives, agents, employees, heirs, and legatees, hereby agrees that they shall and will at all times herein be solely and individually responsible for and shall indemnify and hold harmless City of Highland, from and against any and all claims, suits, damages, losses, costs and expenses, and all other liabilities whatsoever, including related attorney's fees, for or on account of injuries to or death of any person and/or damage to any property in any way sustained or alleged

to have been sustained, directly or indirectly, by reason of or in connection with the use of the market or any equipment belonging to City of Highland, whether said claims, suits, damages, losses and liabilities are based upon or result in whole or in part from the negligence of City of Highland. It is the specific intent of the releasor to indemnify and hold harmless City of Highland, in addition to the negligence of others.

**General:**

If any provision of these terms of use is held to be invalid or unenforceable, that provision must be construed consistent with applicable law, and the remaining provisions must be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope of such section. Our failure to enforce any provision of these terms of use shall not constitute a waiver of that or any other provision. These terms of use set forth the entire agreement between releasor, and City of Highland, in connection with releasor, use of market or any equipment belonging to City of Highland.

City of Highland may not be held liable for any direct, indirect, incidental, special, consequential or punitive damages arising out of or in connection with releasors, access, use or inability to use the market and/or the equipment belonging to City of Highland, or any information provided by City of Highland.

**Disputes:**

This agreement is governed by and construed in accordance with the laws of the state of Illinois, without regard to its conflict of law principles. By using the market or any equipment belonging to City of Highland, releasor, their personal representatives, agents, employees, heirs, and legatees, consent to the jurisdiction and venue of these courts. Except where prohibited, releasor, their personal representatives, agents, employees, heirs, and legatees, agree that any and all disputes, claims and causes of action directly or indirectly arising out of the market or any equipment belonging to City of Highland must be resolved individually, without resort to any form of class action. Any claim or cause of action releasor, their personal representatives, agents, employees, heirs, and legatees, may have with respect to the market or any equipment belonging to City of Highland must be commenced within one (1) year after the claim or cause of action arises, regardless of any law to the contrary.

**Miscellaneous:**

Releasor, their personal representatives, agents, employees, heirs, and legatees, further agree that any loss or damage to City of Highland property or equipment by the releasor will result in additional charges to the releasor.

Releasor, further states that they have carefully read the above release and knows the contents of the release, signs this release as their own free act, and fully understands the legal consequences of doing so.

Releasor, further releases all releasees and professional personnel from any claim whatsoever on account of first aid, treatment or service rendered him/her during participation in said market activities.

Releasor agrees to comply and abide by all city, county, state, and federal ordinances required of my business.

Releasor will follow all tax protocol required of my business including reporting taxes from this market.

Releasor has read the City of Highland Farmer's Market Guidelines and will abide by these guidelines.

Releasor will obtain and provide copies of all health department permits, licenses and certificates that pertain to my business one week prior to my first market date.

I have read, understand, and will follow the rules set forth in the City of Highland Farmer's Market Vendor Guidelines.

Print Applicant Name: \_\_\_\_\_

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