

PLANO METHODIST FARMERS' MARKET APPLICATION

LOCATION OF MARKET

The Plano Methodist Farmers' Market is located in the parking lot of the United Methodist Church of Plano. The Market is scheduled to take place Saturdays, July 31st thru October 2nd from 8:00 a.m. – 12: 00 p.m. The Market is a rain or shine outdoor market.

MARKET FEE

A suggested donation of 10% of daily sales with a maximum amount of \$25.00 donated to the United Methodist Church of Plano.

PRODUCER DEFINITION

A grower or producer is a person offering naturally produced items for sale articles for human consumption such as fruits, vegetables, edible grains, nuts and berries, breads and bakery products, apiary products, maple sugars, syrups, and nonedible articles such as cut or potted flowers, plants, bushes, trees, herbs, and shrubs.

VENDOR PARTICIPATION AND DEFINITION

Vendors are those persons offering for sale (1) articles for human consumption, such as fruits, vegetables, edible grains, nuts and berries, breads and bakery products, apiary products, maple sugars, and syrup, or (2) non-edible articles, such as cut or potted flowers, plants, bushes, trees, herbs, crafts, and artistry items. Several vendors may join together to sell each other's products. Local non-profit organizations operating solely for educational, religious, or charitable purposes may have a booth for fundraising and promotional purposes. The Market Manager reserves the right to disallow the sale of certain products if a conflict occurs. The Market will offer vendor slots to local business as it is compatible to the Farmers Market and is deemed acceptable by the Market Manager. The Farmers Market will allow vendors offering artisan food and non food products to sell non producer products at the Market if the products enhance the Market. The Market Manager reserves the right to disallow the sale of these products if a conflict occurs or if the products don't fit the scope of the Market.

DISPLAYING AND SELLING GOODS

Participants must furnish their own tables, chairs, or other display items. Participants may not erect signs of any kind other than placards on their produce. All items must be clearly marked displaying prices in full view of customers. In case of rain, producers must provide their own protection as the Market does not provide shelter.

RULES AND ENFORCEMENT

In submitting an application for a space at the Market, each applicant agrees to be bound by the decisions of the Market Manager and further agrees that the decisions of the Market Manager shall be final. Upon refusal to abide by the determination of the Market Manager, the permit shall, at the sole and exclusive discretion of the Market Manager, be null and void. Smoking and alcoholic beverages are strictly prohibited on United Methodist Church of Plano Property. All vendors must supply their own equipment to remove waste and refuse from their area. This refuse must be taken home. Each area must be cleaned by the vendor before departing.

INDEMNITY AND HOLD HARMLESS PROVISIONS

To the fullest extent permitted by law, the vendor hereby agrees to defend, indemnify and hold harmless the United Methodist Church of Plano, its officers, officials, agents, assigns, employees, commissioners, or volunteers against any and all claim for injury, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, (including all reasonable attorneys' fees, expenses of litigation and expenses of investigation), which may in anyway accrue against the United Methodist Church of Plano, its officers, officials, agents, assigns, employees, commissioners, or volunteers, arising in whole or in part or as a consequence of or related in any way to the participation by, or the activities of, the vendor, its employees, agents or assigns, or which may in anyway result therefore, arising out of, connected with, or in any way associated with the Farmers' Market. Vendors shall, at its own expense, appear, defend and pay all charges of attorneys, all costs and expenses of litigation and investigation arising out of or related or connected in any way with the participation or activities of the vendor in the Farmers' Market. Vendor agrees that if any judgment shall be rendered against the United Methodist Church of Plano, or any of its officers, officials, agents, assigns, employees, commissioners, or volunteers, in any such action, the vendor shall, at its own expense, satisfy and discharge said judgment.

WAIVER OF CLAIMS

Except to the extent prohibited by law, the United Methodist Church of Plano, its officers, officials, agents, assigns, employees, commissioners, or volunteers (referred to collectively in this paragraph "Waiver of Claims" as United Methodist Church of Plano) shall not be liable and vendor waives all claims against the United Methodist Church of Plano for any personal injury or property damage occurring at the site of the Plano Methodist Farmers' Market ("Property") resulting from:

1. a loss of property by theft or vandalism;
2. accidental damage to person or property on or about the Property or from the operation of any activity or use of the Property by the United Methodist Church of Plano;
3. any damage caused by the action of natural elements;
4. damage or injury resulting from the conduct of the United Methodist Church of Plano, whether negligent or otherwise.

Vendor shall make no claim or demand against the United Methodist Church of Plano for any loss or damage described herein. Vendor shall release the United Methodist Church of Plano from liability for any injury to vendor, or the agents, employees, guests and invitee of vendor, resulting from any cause whatsoever, except injury or damage caused by or resulting from willful acts of the United Methodist Church of Plano. All personal property belonging to vendor shall be maintained on the Property at the risk of vendor or such other person owning or placing such personal property on the Property, and the United Methodist Church of Plano shall not be liable for any damage thereto or the theft or misappropriation thereof.

AFFIDAVIT

The undersigned hereby represents, warrants and agrees that he/she has read the rules and regulations of the Plano Methodist Farmers’ Market, and agrees to be bound by those rules, including all provisions regarding insurance, waiver of liability and indemnification as if those rules were set forth fully in this affidavit. I understand that by issuing a permit, the United Methodist Church of Plano is relying upon my representations and agreement to comply with each and every provision contained in those rules and regulations.

I further declare that I will abide by the decisions and directions of the Market Manager and any other elected or appointed official or officer of the United Methodist Church of Plano having authority or jurisdiction regarding the Farmers’ Market.

I further declare that any and all products that I shall submit for sale at the Farmers’ Market are and shall be fit for human consumption or use.

I understand and accept that I shall be solely and fully responsible for any and all activities conducted by me and by my workers and employees.

I understand that I will not be permitted to sell any products without proper insurance coverage.

I understand and agree that any violation or falsification will result in the loss of the permit to sell my products at the Plano Methodist Farmers’ Market.

I certify that the statements contained on my application and in this affidavit are true.

VENDOR NAME: _____

ADDRESS: _____

PHONE #: _____ **CELL #:** _____

PRODUCTS TO BE SOLD: _____

Vendor Signature **Date**

Received by: _____
Marketing Manager **Date**

YOUR VENDOR SALES NUMBER AND INSTRUCTIONS WILL BE ASSIGNED UPON RECEIPT OF THIS SIGNED APPLICATION.

Mail / Fax / Email Form To:
UNITED METHODIST CHURCH OF PLANO, 219 N HALE STREET, PLANO, IL 60545
Phone: (630) 552-3700 Fax: (630) 552-3830
Website: WWW.UMCPLANO.ORG Email: OFFICE@UMCPLANO.ORG