



2023 Application

The Canandaigua Farmers' Market is an independently run farmers' market. Please return this form and **\$125 fee** before April 1st, if you are interested in becoming a participant in the Canandaigua Farmers' Market. (Please post-date your check to June 1st and write your business name on the memo line if it's not already on your check). We will notify you of your acceptance and assigned space before the market begins. Just because you were a vendor last year doesn't guarantee acceptance to the market. Prior year attendance may be criteria for acceptance.

Make checks payable to Canandaigua Farmers' Market
Mail this form and check to:

Canandaigua Farmers' Market
Karl Kern
8361 State Route 5 & 20
Bloomfield, NY 14469

Select which market(s) you are applying for:

- Summer Market - \$125
- Winter Market - \$25 (The winter market is intended to enable summer market vendors a way to extend their season. Other new winter market vendors will be considered on a case by case basis)

Contact Name: _____
 Business Name: _____
 Address: _____

 Miles from Market: _____
 Telephone: _____ Fax: _____
 Cell Phone: _____
 Farm Address: _____
 (If different from above) _____
 E-mail Address: _____

Business Type: Check all that apply: (use additional sheet if necessary)

- Fruits/vegetables—complete attached crop plan
- Dairy: specify products _____

- Meat: specify _____
- Maple/honey products: specify products _____
- Baked goods: specify products _____
- Prepared foods: specify products _____
- Value added: specify products _____
- Nursery products: circle product types—annuals, perennials, vegetable/herb plants, nursery stock
- Eggs
- Herbs (dried or fresh-cut)
- Other _____

Additional products you plan to sell, as allowed by the market's rules and regulations:

If you wish to sell products that you do not grow list them (pending board approval):

FOR RETUNING VENDORS

Please list any new items you plan to bring, or any items you plan to discontinue:

Farm Inspections:

The market management reserves the right to do spot visits and farm inspections to assure that the products sold are in compliance with the market's rules and regulations.

Directions to your farm:

Production Methods Used:

- Certified organic
- Non-certified organic
- Conventional

Market Operations:

Selling space size and fee is specified in the market rules. Payment for booth space is due with this completed application. Non-payment may result in suspension of market privileges.

- I would like to reserve a selling space for the season.
- I would like to be a daily vendor, paying a daily fee as I use space in the market.

The **summer** market season runs from June to October. Please indicate when you plan to start coming to market and when you are likely to finish.

- I plan to attend market for the full season.
- I will start attending market: _____, and
I will be finished for the season on or about: _____

The **winter** market season runs every other week from November to May. Please indicate when you plan to start coming to market and when you are likely to finish.

- I plan to attend market for the full season.
- I will start attending market: _____, and
I will be finished for the season on or about: _____

- I wish to participate in the FMNP.
 - o Former FMNP participants, please include your stamp number here: _____

Certificates/Licenses Required:

- Sales Tax Certificate, if you sell taxable items.
- All appropriate permits as required for products being sold: i.e., health permits, 20C Exemptions, farm winery permit, nursery license, dairy and meat permits, etc.
- Certificate of Insurance showing minimum of \$1Million liability insurance coverage with the certificate holder as City of Canandaigua, 2 N. Main St., Canandaigua, NY 14424 and with the explicit wording “The City of Canandaigua is listed as an Additional Insured” (Have your agent email a copy to Canandaiguafarmersmarket@gmail.com)**

Compliance and Indemnity Agreement:

I (we) the undersigned have read the Rules and Regulation of the Farmers Market and do agree to abide by all rules and regulations.

I (we) further agree to operate my (our) stall in accordance with these rules and regulations and to pay all applicable fees as set out in the rules and regulations. I (we) do understand that the stall fee, length of season, and hours of operation are set in the rules and regulations, and I (we) will abide by them.

I (we) further understand that failure to comply with the rules and regulations of the Farmers Market could mean dismissal from the market.

As a vendor, wishing to participate in the Farmers Market, I (we) agree to SAVE, HOLD HARMLESS and INDEMNIFY the Farmers Market, its sponsoring agency, members, and employees from any and all liability or responsibility pertaining to any damages to person or property on the site assigned to me (us) by the Farmers Market, when such damages or liability arise out of acts on my (our) own, or of my (our) employees or associates, located as such site.

I (we) verify that all information I (we) have provided about my farm and products for sale is true and accurate.

I (we) understand that the Farmers Market operates on limited funds. I (we) also acknowledge that the Farmers Market’s beneficial purpose will be impossible to pursue if it is subjected to costly litigation. Wherefore I (we) hereby agree that as a condition of my participation in the Farmers Market, I (we) will resort to litigation against the Farmers Market, its officers, management, and affiliated entities, only after attempting in good faith to resolve the dispute. I (we) to limit any claim I (we) may have as a result of a decision by the Farmers Market management or Board of Directors which results in the denial of a market acceptance, the denial of a product to sell, or wrongful suspension or termination from the Farmers Market, to a return of market fees incurred during my (our) absence from the market. I (we) further agree that in the event I (we) am unsuccessful in my (our) litigation against the Farmers Market, I (we) will pay

all costs, expenses, fees, and disbursements incurred by the Farmers Market in the course of its defense of said litigation, and I (we) will also pay the Farmers Market a reasonable attorney's fees.

Vendor name, Please print

Signature

Date

Vendor name, Please print

Signature

Date