



Fort Edward Canal Street Marketplace Farmers' Market Summer 2023

Vendor Application

June 1, 2023- September 28, 2023

Applicant Information

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

_____ *City State ZIP Code*

Phone: _____ Email _____

Business/ Farm Name _____

I am a new Vendor. _____ I am a returning Vendor. _____

Products (Check all that apply. Use additional paper if necessary.)

Fruits/vegetables –specify products

Dairy: specify products

Fish: specify products

Meat: specify

Maple/honey products: specify products

Baked goods: specify products

Prepared foods: specify products

Crafts: specify products

Value added: specify products

Nursery products: circle product types – annuals, perennials, vegetable/herb plants, nursery stock

Eggs

Herbs (dried or fresh cut)

Services including food concessions:

Flowers

Other

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

Market Operations

Selling space size is specified in the market rules.

- I would like to reserve ____ number of selling spaces for the current season.

The market season runs each Thursday from June 1st to September 28th from 4:00pm-7:00pm. 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. (18 Market Days)
- I plan to attend market for a half season. (9 Market Days)
- (Half Season Vendors) I will start attending the market on _____, and I will be finished for the season on or about _____ .
- (Half Season Vendors) I would be interested in attending the market on these dates only:

I wish to participate in the Farmers' Market Nutrition Program. FMNP Farmer ID: _____
Acreage Cultivated in Fruits/Vegetables: _____ Farm's Total Tillable Acreage: _____

- I need electricity.
- I prefer to be inside the marketplace building.
- I prefer to be outside on the marketplace lawn.
- I am interested in participating in special weekend events at the marketplace.

Certificates/ Licenses Required after Acceptance

- Proof of general and product liability coverage in the amount of \$1 million dollars.

Two certificates are required.

One naming the **Village of Fort Edward Canal Street Marketplace** as an additional insured **and** one naming the **Village of Fort Edward** as an additional insured.

Both certificates must remain current and on file with the market.

- 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.

Compliance and Indemnity Agreement and Signature

- I (we) the undersigned, have read the Rules and Regulations of the Canal Street Marketplace Farmers' Market and do agree to abide by all rules and regulations, including but not limited to insurance requirements.
- 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 Village of Fort Edward Canal Street Marketplace 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 Village of Fort Edward Canal Street Marketplace, the Village of Fort Edward, 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 Village of Fort Edward Canal Street Marketplace, when such damages or liability arise out of acts on my (our) own, or of my (our) employees or associates, located as such site. Such agreement for INDEMNITY, RELEASE AND HOLD HARMLESS includes claims by third parties and including reasonable attorney fees incurred by the Village of Fort Edward, Village of Fort Edward Canal Street Marketplace, its agents, employees and other exhibitors in defense of such claims. This agreement to RELEASE AND HOLD HARMLESS AGREEMENT may not be changed orally.
- I (we) verify that all information I (we) have provided about my farm and products for sale is true and accurate and that I am operating under all of the proper New York State, Federal and Local certificates necessary to sell my products and hereby further agree to abide by any State, Local and/or Federal Laws pertaining to selling my products at the Village of Fort Edward Canal Street Marketplace.
- I (we) understand that the Village of Fort Edward Canal Street Marketplace operates on limited funds. I (we) also acknowledge that the Village of Fort Edward Canal Street Marketplace'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 Village of Fort Edward Canal Street Marketplace, I (we) will resort to litigation against the Village of Fort Edward Canal Street Marketplace, its officers, management, and affiliated entities, only after attempting in good faith to resolve the dispute. I (we) will limit any claim I (we) may have as a result of a decision by the Village of Fort Edward Canal Street Marketplace management, steering committee 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 Village of Fort Edward Canal Street Marketplace, 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/are unsuccessful in my (our) litigation against the Village of Fort Edward Canal Street Marketplace, I (we) will pay all costs, expenses, fees, and disbursements incurred by the Village of Fort Edward Canal Street Marketplace in the course of its defense of said litigation, and I (we) will also pay the Village of Fort Edward Canal Street Marketplace a reasonable attorney's fees.
- I (we) agree and understand that the Village of Fort Edward Canal Street Marketplace makes no representations and/or warranties as it relates to profitability and understand it is our responsibility to maintain all our own business records, file taxes and keep track of individual income.

- I(we) agree and understand that by filling out this application there is no guarantee that there will be space for me at the Marketplace and that scheduling and availability is at the sole discretion of the Village of Fort Edward Canal Street Marketplace and their management team and/or Board of Directors.

I (we), the undersigned, have read, understand and agree to all of the above terms and hereby affirm I (we) have the authority to do so:

Name (printed)	
Signature	
Date	
Name (printed)	
Signature	
Date	

Please forward this application to;

Canal Street Marketplace, PO Box 86, Fort Edward, NY 12828

Send no money with this application.

Our committee will review all applications to insure conformity with Marketplace rules, and a decision will be made to accept or decline the application. Once a decision is made, you will be notified. If accepted, you then forward insurance documentation and any required permits on or before June 1, 2023. Market Fees are due according to the payment dates on this application.

If you produce it here, create it here, or grow it here - You can sell it here.

Our goal is to build a sustainable market based on local farmers, artisans and food vendors.

Market Fees

Market fees are committed to the promotion, advertising, and administration of the Marketplace.

Full Season Vendor (June 1- September 28) \$200 (Payable in two installments)

First \$100 due by June 1, 2023 and the Second \$100 due by August 1, 2023

****Early Bird Full Season Vendor Special- Pay by May 15th- \$150**

Half Season Vendor (9 Market Days) \$100 Payable June 1, 2023

Half Season Early Bird Special- Pay by May 15th- \$75

Please make all checks out to **FE Canal Street Marketplace*

*Questions? Please contact us at **canalstreetmarketplace@gmail.com***