

VILLAGE OF ORISKANY FALLS

Farmers Market Vendor Hold Harmless Agreement

Vendor or business	-----	Contact person	-----
Address	-----	Phone and email	-----
Market date or season	-----	Market location	-----

In consideration for permission to participate as a vendor in the Village of Oriskany Falls Farmers Market, the undersigned Vendor agrees as follows:

1. Vendor Responsibility. The Vendor is solely responsible for its booth, tents, equipment, employees, volunteers, products, food, and activities. The Vendor shall keep its area safe and sanitary and comply with all applicable laws, permits, licenses, health and fire-safety requirements, sales-tax obligations, and market rules.

2. Assumption of Risk. The Vendor voluntarily assumes the risks associated with participation, including personal injury, property damage, theft, weather, vehicle movement, equipment failure, and claims involving products or food sold, sampled, or distributed.

3. Release and Hold Harmless. To the fullest extent permitted by law, the Vendor releases and agrees to defend, indemnify, and hold harmless the Village of Oriskany Falls and its elected and appointed officials, officers, employees, agents, and volunteers from claims, demands, actions, liabilities, judgments, losses, damages, fines, penalties, costs, and reasonable attorneys' fees arising from or related to the Vendor's participation, products, food, equipment, activities, or the acts or omissions of the Vendor or its employees, volunteers, agents, contractors, or invitees. This includes claims involving bodily injury, illness, death, property damage, foodborne illness, allergic reaction, contamination, labeling, or product defect. This obligation does not apply to liability determined to have resulted from the Village's gross negligence or willful misconduct and survives the end of the market season.

4. Property and Insurance. The Vendor is responsible for securing its property, and the Village is not responsible for theft, loss, damage, attendance, sales, or weather. The Vendor shall maintain insurance

appropriate to its operations and, upon request, provide proof of coverage acceptable to the Village and name the Village as an additional insured when required.

5. Compliance and Removal. The Village may deny participation or require the Vendor to correct an unsafe or noncompliant condition, stop an activity, or leave the market. The Village is not liable for resulting expenses or lost sales.

6. New York Law and Entire Agreement. This Agreement is governed by New York law and contains the complete understanding on these subjects. Changes or waivers must be in a writing signed by the parties. If any provision is unenforceable, the remaining provisions remain effective.

Acknowledgment. The Vendor confirms that the Vendor has read and understands this Agreement, has authority to sign for the business named above, and agrees to its terms.

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____	____	Printed name	Title
Vendor signature	Date		
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____	____	Village representative	Date
Business name			