



Booth Application and Contract Agreement of Liability Waiver

I have received and understand the City of Texarkana, Texas Farmers' Market Rules and Regulations and the Requirements for Food and Produce Vendors. After I have been approved by the City of Texarkana, Texas Staff, I understand that I will be an authorized vendor at the Texarkana, Texas Farmers' Market and agree to abide by all the Rules and Regulations and the Requirements for Food and Produce Vendors. I understand that I may be required to have a Farmers' Market Food Permit. Should I wish to sell NEW products not listed on this form, I will submit them for approval before an intended sell date.

If a Farmers' Market Food Permit is required, I further agree that after approval by City Staff, I will complete the Farmers' Market Permit Application and submit it to the Texarkana, Texas Environmental Health Department, Attention: Donna McLaughlin (903) 798-3263 donnam@txkusa.org. Food Permits will be issued at no charge to vendors. After receiving approval from the Health Department, I understand that I will then be eligible to sell at the Texarkana, Texas Farmers' Market.

Please complete and sign the following application and mail it or deliver it, along with your booth rental fee and fee for electricity, to: City of Texarkana, Texas, 220 Texas Blvd., Texarkana, Texas 75501; ATTENTION: Tiffany Dodd.

PLEASE PRINT

Name Address E-mail Daytime Phone Alternate Phone Website Drivers License Number & State

Business type (check all that apply) Farm Fruits/Vegetables Dairy Meat Fish Eggs Baked Goods Value Added\* Nursery Products Honey Herbs Other

\* Value added products are products that are food-based from produce, e.g. salsas, jellies, soaps with herbs, etc.

Booth and Electric Fees (can be paid for one Market day, weekly, monthly, or for the entire Market season)

Booth Space (10X10) \$5 per day per booth x # of booths x # of days x # of weeks = TOTAL \$

Electricity \$5 per day per booth x # of booths x # of days x # of weeks = TOTAL \$

(Please make checks payable to of the City of Texarkana, Texas)

Agreement of Liability Waiver (initial)

I hereby release, waive, discharge, covenant not to sue and agree to hold harmless for any and all purposes The City of Texarkana, Texas, its officers, employees, successors, assigns, sponsors and volunteers (collectively "the City") from any and all liabilities, claims, demands, personal injury including death, or property damage that may be sustained by me while participating in the Texarkana, Texas Farmers' Market events, including injuries or damages sustained as a result of the negligence of the City.

Contract Agreement

I have read the Contract Agreement, Rules and Regulations and Requirements for Food and Produce Vendors regarding the 2010 Texarkana, Texas Farmers' Market.

By paying the vendor fee, I agree to the conditions and terms of this contract. I understand once approved, payment must be received 3 business days prior to the next available market day. It is understood and agreed by applicant that this entire document constitutes a contract between the Vendor and the City of Texarkana, Texas Farmers' Market only when City Staff confirms this contract. Confirmations may be mailed, faxed or emailed. Acceptance of money by the City of Texarkana, Texas is not binding if fee is returned before acceptance and confirmation of this contract. Verbal agreements or promises made verbally and not specifically stated and confirmed in writing, as part of this Contract, will not be binding.

I attest that the information provided is true and accurate. I agree to comply with the City of Texarkana, Texas' Farmers' Market Rules and Regulations and Requirements for Food and Produce Vendors and understand that failure to do so may result in revocation or suspension of the application/permit.

The application/permit is effective for the Farmers' Market Season – June 19 through October 30, 2010 unless revoked for a cause. The permit is not transferable and must be available on site each Market day.

Signature of Applicant

Today's Date