



## Maker's Market Vendor's Agreement

1. By signing and paying the booth fee, you accept and will follow the rules of this contract available online and in print. Fees are \$8 per day or \$105 for the season (\$5 per week). The Season runs 21 weeks, from June 6, 2019 through October 24, 2019. **It is also possible to purchase a 5-market pass for \$25.**
2. A contract **MUST** be filled out and signed by the person or persons operating the booth during Market hours. Contracts and payment (payable by check or money order to the Northwest New Mexico Arts Council) may be dropped off at the office of Downtown Farmington: A MainStreet Project at 119 W. Main Street, Farmington, NM 87401 or at the market before setting up.
3. The Eligibility and Requirements set out in the Market Rules must be followed.
  - a. Seller must provide their own tent, tables and displays.
  - b. Seller is responsible for collecting any applicable sales tax.
4. Booth Assignments; Booths will be assigned in the order the contracts are received in. Consideration will be given to the type of products you are exhibiting.

Business/Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Email \_\_\_\_\_

Primary Phone Number \_\_\_\_\_ Secondary \_\_\_\_\_

Items or Services \_\_\_\_\_

Single Day Vendor (\$8)  Entire Season Vendor (\$105)  5 Day Vendor (\$25)  Amount Enclosed: \_\_\_\_\_

### **HOLD HARMLESS AGREEMENT DOWNTOWN FARMINGTON MAKER'S MARKET:**

The Downtown Farmington Maker's Market, Downtown Farmington: A MainStreet Project, and the Northwest New Mexico Arts Council do not assume any liability for damages to goods or property of the lessee from fire, theft, water or storm or any liability for accidents of persons or property caused under or by virtue of the operations of lessee under this contract. I have read and understand the accompanying agreement conditions/market rules posted on line and in paper form and agree to hold Downtown Farmington Maker's Market and the Farmington Downtown Association harmless for loss of articles. I understand that any and all commercial liability insurance provided by the Downtown Farmington Maker's Market and the Farmington Downtown Association does not cover vendors as individuals and that if a vendor would like to be insured, or is required to be insured to sell at the market, the vendor is responsible for providing their own insurance. I also understand that it is up to individual vendors to market their own products and services. I understand that any rules and / or guidelines of this agreement may change at which time I will be notified. By signing below I understand and will adhere to these guidelines/rules of the Downtown Farmington Maker's Market.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**RELEASE AND HOLD HARMLESS AGREEMENT CITY OF FARMINGTON:**

In consideration for the use of property owned by the City of Farmington (the "City") for the purposes of conducting commercial activities as a vendor in conjunction with the Downtown Farmington Maker's Market, I, (Printed Name) agree to indemnify the City, its agents and employees from and against any and all claims, losses, damages, causes of action, expenses of litigation, court costs, and attorney's fees, arising from my activities conducted as a vendor in conjunction with the Downtown Farmington Maker's Market and I agree to hold the City harmless from all claims for any such damages.

I further acknowledge that I understand that any and all commercial liability insurance provided by the Downtown Farmington Maker's Market does not cover vendors as individuals and that if a vendor would like to be insured, or is required to be insured to sell at the market, the vendor is responsible for providing their own insurance. I also understand that it is up to individual vendors to market their own products and services.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_