

# CAGAN CROSSINGS

## Farmers' Market Vendor Application

Vendors must be 18 years of age to apply.

Applications that are incomplete or not signed will not be considered. Please allow 7-10 days for the Market Manager to review the application. Applicants may be placed on a waiting list based on space availability within a product category. Applications can be hand delivered to the Market Manager at the market or to the Cagan Crossings Management Office or e-mailed to [market@cagan.com](mailto:market@cagan.com).

Submission of an application does not constitute acceptance or reserve a space in the market.

Name of Business: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Florida State Tax Number: \_\_\_\_\_

Number of 10' x 10' spaces requested desired (circle number desired): 1 2 3

Initial: \_\_\_\_\_ I understand is NO electricity available and tents, tables and chairs are NOT provided.

Products: Please indicate below the item(s) you will sell at the Market. Please include a detailed description and list of items you intend to sell. Attach list on a separate piece of paper if necessary.

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**Yes, I have read the Rules and Regulations and agree to the terms and conditions.**

Vendor Signature \_\_\_\_\_

Print name \_\_\_\_\_ Date \_\_\_\_\_

**Office Use Only**

Approved

Denied

Wait List

Date Payment Received: \_\_\_\_\_ Amount: \_\_\_\_\_ Number of Spaces: \_\_\_\_\_

**RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration for the undersigned being permitted to use the premises located at The Town Center at Cagan Crossings, Lake County, Florida (hereinafter referred to as the "Premises") or any other property owned by Cagan Management (hereinafter referred to as "Owner") for the display and sale of farmers' market items and other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, I,

\_\_\_\_\_, for my heirs, executors, administrators or assigns do now by execution of this document:

1. HEREBY, RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Owner, its officers, agents, employees, affiliates and directors (hereinafter collectively referred to as "Releasees") from any and all liability, actions, claims, damages, costs or expenses, and demands whatsoever, whether in law or equity, which I may have now or in the future, or which my heirs, executors, administrators or assigns hereafter may have arising out of or in any way connected with my presence on the Premises, including, but not limited to, injuries to my person or property, before, during or after my use of the Premises, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE;

2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES, from and against all liability, actions, claims, damages, costs, or expenses, including reasonable attorney fees, and demands whatsoever, whether in law or equity, which I may have, now or in the future, or which my heirs, executors, administrators or assigns hereafter may have arising out of or in any way connected with my presence on the Premises, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I FURTHER EXPRESSLY AGREE THAT THE FOREGOING RELEASE, WAIVER AND INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OF THE STATE OF FLORIDA, IS FULLY ENFORCEABLE IN A COURT OF LAW, IS GOVERNED BY FLORIDA LAW AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE OF THIS AGREEMENT SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT. I HAVE READ AND VOLUNTARILY SIGNED THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS NOT A PART OF THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

3. Vendor is responsible for all monies collected from the sale of Vendor's goods plus collecting and reporting of sales tax.

4. Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devised, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Market; and Vendor agrees to indemnify and hold harmless Cagan Crossings Management, Cagan Crossings Farmers Market and Market Committee/Director from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Vendor in connection with this Agreement and will defend Cagan Crossings Management, Cagan Crossings Farmers Market and Market Committee/Director from any such suit or action, regardless of whether it be groundless or fraudulent.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_