

CRETE FARMERS MARKET

Every Monday in June, July and August

4:00 p.m.- 8:00 p.m.

VENDOR APPLICATION & AGREEMENT

1. **Location: Crete United Methodist Church Parking Lot, 1321 Main St., Crete, IL 60417**
2. **Vendor Space.** Vendors who are approved and pay all required fees after submission of this application may rent a space at The Crete Farmers Market and keep all proceeds from their sale of goods and services. Each vendor space only includes the actual space (approximately 12 x 12 sq. ft.) Vendors may bring their own tables, chairs, tent/canopy, racks or other items to display their goods and services so long as they do not interfere with other booths and will not damage the premises upon removal. Please be sure to bring weights for tent/canopy in case of inclement weather. Wi-Fi is not available at the Location.
3. **Fees.** Varies per option chosen in Section 9.
Fees are due upon submission of this application and can be paid by check or credit card via PayPal.

Preferred: Checks should be payable to “Crete Area Chamber of Commerce” and mailed to P.O. Box 263, Crete, IL 60417

Alternative: Pay with PayPal at: www.cretechamber.com
**The Sale Manager is not responsible for additional fees charged by PayPal. The Paypal fee for Goods and Services are added into the vendor space rental fee.*
4. **Refunds/Cancellations.** Except as set forth herein, refunds or credits will not be issued under any circumstance. If the Crete Farmers Market is cancelled by the Crete Area Chamber of Commerce (the “Sale Manager”) or a state or county agency, refunds or credits for future events may be issued by the Sale Manager in their sole discretion.
5. **Rules & Regulations.** The undersigned agrees to be bound by the Rules & Regulations attached hereto as Exhibit A if approved as a Vendor after submission of this application. Failure to follow such rules can result in immediate expulsion from current or future events in the Sale Manager’s sole discretion.
6. **Waiver & Release.** The undersigned agrees to execute and deliver to the Sale Manager with this application, the Waiver and Release attached hereto as Exhibit B. Failure to sign and return the Waiver and Release will result in the undersigned not being an approved Vendor.
7. **Application Submission.** Booth space is limited at the Location, so the Sale Manager asks that you submit this application ASAP to reserve a spot at the Crete Farmers Market. Previous Vendors from previous events held by the Sale Manager are not guaranteed a booth until submission and approval. The Sale Manager will approve Vendors in their sole discretion. Payment of all required fees is due with submission of this application. All Vendors will be notified of acceptance via e-mail, phone or text after submission of this application and payment of any fees. In the event there are duplicate vendor types, or an application is not approved for any other reason, fees will be refunded within 30 days of received application.
8. **Governing Law.** All matters arising out of or relating to this Vendor Application & Agreement (including its exhibits) shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule. If any provision of this agreement (including its exhibits) is determined to be unenforceable, the remaining provisions shall remain in full force and effect.
9. **Entire Agreement.** This Vendor Application & Agreement (including its exhibits) constitutes the sole and entire agreement of the Sale Manager/The Crete Area Chamber of Commerce and the undersigned with respect to the subject matter contained herein and therein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Vendor or Application & Agreement is binding on the undersigned and its respective heirs, successors and assigns.

If you would like to be a Vendor at The Crete Farmers Market, please indicate your agreement to this Vendor Application & Agreement and its exhibits by completing and signing below (either in the Individual or Entity section) and delivering your payment in accordance with the application instructions:

Description of goods or services you will be selling:

(attach additional pages if necessary)

Vendor Name (i.e. business name): _____

Contact Person: _____

Email: _____ Phone: _____

Address: _____

PLEASE CIRCLE THE SPECIFIC MARKET DATES YOU ARE ATTENDING

JUNE 3 JUNE 10 JUNE 17 JUNE 24 JULY 8 JULY 15
JULY 22 JULY 29 AUGUST 5 AUGUST 12 AUGUST 19 AUGUST 26

PAY FOR SELECT DATES

CHECK # of dates _____ x \$25.00 = \$ _____

PAYPAL # of dates _____ x \$27.00 = \$ _____

PAY FOR ENTIRE SEASON (includes ALL 12 dates with 2 dates for FREE)

***** SPLIT PAYMENTS DUE ON APRIL 1, 2024 and MAY 1, 2024*****

CHECK ENTIRE SEASON _____ FULL amount of \$250.00 _____ SPLIT PAYMENT of \$125.00

PAYPAL ENTIRE SEASON _____ FULL amount of \$258.00 _____ SPLIT PAYMENT of \$129.00

***FARMERS ALWAYS PARTICPATE FREE OF CHARGE (farmers that sell fresh fruits and produce only are free)

INDIVIDUAL:

Signature: _____ Date: _____

Print Name: _____ **OR**

ENTITY:

Name of Entity: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Exhibit A
The Crete Farmers Market Rules & Regulations

1. **No Insurance.** The Crete Farmers Market/the Sale Manager provides no insurance on property of the Vendor or against the acts of omissions of the Vendor, its agents or employees. All insurance for personal property, public injury/liability and all other types of insurance must be carried by the Vendor.
2. **No Subleasing.** Rented vendor space shall not be subleased without the prior written consent of the Sale Manager, nor shall any person other than the approved Vendor who signed the Vendor Application & Agreement occupy or exhibit at the rented booth space. Those operating otherwise shall be refused rental spaces at the current and future shows.
3. **Police and Fire Regulations.** Police and fire regulations must be observed by the Vendor. No parking in fire lanes. Vehicles may be ticketed and towed at owner's expense. If electrical connections are available, all electrical connections require a multi-outlet strip with circuit breaker and surge suppressor. Vendors are required to bring an approved extension cord and power strip, as The Farmers Market/the Sale Manager does not provide them.
4. **Compliance with Laws; COVID-19.** Vendors must comply with all federal, state and local laws, rules, ordinances, directives and mandates applicable to them, including, but not limited to, those related to the COVID-19 pandemic and the wearing a facial covering/mask while indoors and unable to social distance, subject to any exception provided by such laws, rules, ordinances or mandates.
5. **Condition of Premises.** Vendors must leave premises in a clean condition, remove all rubbish, etc. prior to leaving. Any damage to structure, property, or the premises arising out of acts or omissions of the Vendor, its agents or employees shall be paid for in full by the Vendor as determined by The Crete Farmers Market/the Sale Manager, sponsors, or managers of the facilities, as applicable.
6. **Advertising.** Distribution of advertising materials on the premises is not permitted without prior written approval of the Sale Manager.
7. **Unloading.** Vendors are required to unload as quickly as possible in front of the Location as instructed by the Sale Manager. DO NOT block doorways. Move vehicles immediately to the Vendor's parking lot area.
8. **Hours.** Vendor Spaces may not close early. Vendors must stay open the entire time of the sale and may not begin cleaning up or packing items until after the sale has ended at 8 p.m. each day.
9. **Food.** If a Vendor is selling food items, it is the Vendor's responsibility to hold their own food handlers license and permits for the county in which the event is held. The Crete Farmers Market/the Sale Manager are not responsible for license and permits for food booths. This event is located in Will County.
10. **Direct Sale Vendors.** Only one direct sale vendor is allowed per booth. For example, a Vendor may not sell Tupperware and Thirty One at the same booth. Two booths must be rented and managed for such purpose. Additionally, only one direct sale company may be represented at each event. For example, there cannot be two or more Tupperware vendors at the event.
11. **Professional Manner.** Vendors must refrain from any offensive or distasteful remarks or conduct and must always conduct themselves in a courteous and professional manner during participation at The Crete Farmers Market. The approved Vendor is responsible for the acts and omissions of their representatives and agents who attend the sale with them.

Exhibit B
Waiver and Release

The undersigned desires to participate in The Crete Farmers Market to be held on the dates selected by vendor at the Crete United Methodist Church Parking Lot in order to engage in the sale or promotion of its goods or services. In consideration of being permitted by The Crete Chamber of Commerce (the "Sale Manager") to participate in The Crete Farmers Market and in recognition of the Sale Manger's reliance hereon, the undersigned agrees to all the terms and conditions set forth in this Waiver and Release (this "Agreement").

1. **Photo/Video Release.** The undersigned consents to being photographed and videotaped at The Crete Farmers Market by the Sale Manager and her agents and hereby irrevocably and perpetually authorizes The Crete Farmers Market and the Sale Manager to copyright, publish, reproduce, display, or otherwise use, and permit others to use (i) the undersigned's and its agents name, image, likeness, and voice, and (ii) all photographs, recordings, videotapes, statements, of or by the undersigned and its agents obtained related to The Crete Farmers Market (collectively, the "Materials"), in any manner, form, or format whatsoever now or hereinafter created, including on the Internet, for the advertising or promotion of The Crete Farmers Market or other events of the Sale Manager without further consent from or payment to, the undersigned or its agents. The undersigned understands that the Materials are the property of the Sale Manager.
2. **COVID-19.** The undersigned is aware of the highly contagious nature of the 2019 novel coronavirus disease (COVID-19) (the "Disease") and the risk of being exposed to or contracting the Disease by participating in The Crete Farmers Market. The undersigned understands and acknowledges that such exposure or infection may result in serious illness, personal injury, permanent disability, death, and/or property damage. The undersigned acknowledges that this risk may result from or be compounded by the actions, omissions, or negligence of others, such as other vendors and sale visitors. The undersigned understand that The Crete Farmers Market/the Sale Manager cannot guarantee that the undersigned will not become infected with the Disease while participating in The Crete Farmers Market and that participating may increase the risk of contracting the Disease. Notwithstanding the risks associated with the Disease, the undersigned acknowledges that he or she is voluntarily participating in The Crete Farmers Market with knowledge of the danger involved. The undersigned hereby agrees to accept and assume all risks of personal injury, illness, disability or death related to the disease, arising from he she or it or its agents participating in The Crete Farmers Market. The undersigned is familiar with federal, state, and local laws, orders, directives, and guidelines related to the Disease. The undersigned agrees that it will comply, and require all of its agents to comply, with all such orders, directives, and guidelines while participating in The Crete Farmers Market, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. The undersigned agrees not to participate in The Crete Farmers Market if he or she or its agents scheduled to work the sale are experiencing symptoms of the Disease (such as cough, shortness of breath, or fever), have a confirmed or suspected case of the Disease, or have come in contact in the last 14 days with a person who has been confirmed to have or suspected of having the Disease.
3. **Excusable Delays.** The undersigned agrees that Sale Manager/The Crete Farmers Market will not be in breach of the Vendor Application & Agreement or this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Vendor Application & Agreement or this Agreement if such delay or failure results from events, circumstances or causes beyond her reasonable control, including, but not limited to, strike, work-stoppages, fire, explosion, earthquake, storm, flood or other weather, war, insurrection, riot, protest, pandemic (including COVID-19), epidemic, national or regional emergency or order, or act of God. The Sale Manager shall provide notice to the approved Vendors of any such events and Section 4 of the Vendor Application & Agreement shall apply.
4. **Waiver & Release.** The undersigned desires to participate as a Vendor at The Crete Farmers Market. In consideration of being permitted by the Sale Manager to participate in The Crete Farmers Market, the undersigned agrees to waive and release all claims, now known or unknow, against the Sale Manager/The Crete Farmers Market, and its agents, sponsors, heirs, successor and assigns and the Crete Area Chamber of Commerce and its employees or contractors (collectively, "Releasees"), on account of injury, disability, death, or property theft or damage to vehicles, exhibits, products, equipment and other personal property, arising out of my participation in The Crete Farmers Market as an Vendor, whether arising out of the ordinary negligence of the Releasees or otherwise. The undersigned covenants not to make or bring any such claim against the Releasees, and forever release and discharge the Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Illinois law does not permit to be released by agreement.
5. **Indemnification.** The undersigned agrees to defend, indemnify and hold harmless the Sale Manager and all other Releasees against any and all losses, damages, claims, actions, judgments, settlements, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees and the costs of enforcing any right to indemnification under this agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the undersigned's participation in The Crete Farmers Market, including, but not limited to, any claim related to the undersigned's or its agents' negligence or the ordinary negligence of the undersigned and its agents. This shall also include the undersigned or its agent's failure to follow and obey any federal, state or local laws and ordinances, including, but not limited to, the current directives or ordinances related to the wearing of facial coverings due to the Disease in public places.

(The Crete Farmers Market Exhibit B, Waiver & Release)

BY SIGNING, THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT HE OR SHE IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CRETE FARMERS MARKET/THE SALE MANAGER.

INDIVIDUAL:

Signature: _____ Date: _____

Print Name: _____

OR

ENTITY:

Name of Entity: _____

Signature: _____ Date: _____

Print Name: _____

Title: _____