



Office Use Only

Date Received: _____ Received by: _____

Application Fee: _____ Receipt #: _____

Permit Date: _____ Issued by: _____

**MCKINNEY FARMERS MARKET AT CHESTNUT SQUARE
VENDOR APPLICATION 2009**

Vendor Name: _____

Address: _____ City _____ Zip _____

Phone: _____ Email: _____

Please circle which market dates you would like to participate in during the 2009 season:

4/25 5/2 5/9 5/16 5/23 5/30 6/6 6/13 6/20 6/27 7/4 7/11 7/18
7/25 8/1 8/8 8/15 8/22 8/29 9/5 9/12 9/19 9/26 10/3 10/10 10/17
10/24 10/31 Entire Season

Vendor type: _____ Farmer _____ Food Specialty

Products you will be selling: _____

Percentage of products you will be selling that are grown or produced by you: _____

All persons wanting to sell at the McKinney Farmers Market at Chestnut Square must agree to the terms of the McKinney Farmers Market at Chestnut Square Rules of Operation and show their agreement by signing this Application. Vendors must submit the Application and other required forms if applicable, and the \$20 application fee no later than three days prior to the applicable market date in order to be able to participate in the market.

If you have any questions regarding this application, please contact the Chestnut Square Historic Village at 972-562-8790. Completed applications should be returned to the Chestnut Square Historic Village, 315 S. Chestnut Street, McKinney, Texas 75069 or email info@chestnutsquare.org. As used herein, the term Chestnut Square Historic Village means the Heritage Guild of Collin County, Texas.

Acknowledgement and Indemnity

I, the undersigned, certify that the statements made by me are true, complete, and correct to the best of my knowledge. I agree to abide by the rules and regulations as stated in the "McKinney Farmers Market at Chestnut Square Rules of Operation". I understand that any misstatement or omission of facts in this application may be cause for rejection of this application and/or cancellation of a prior approval of an application.

I, the undersigned, understand and agree to keep and maintain my vendor space(s) and all areas in and about said vendor space(s) clean and free of debris and any conditions that might potentially result in or cause injury to myself and any other persons or parties. I also understand and agree that I am solely responsible and assume entire responsibility and liability for any claim or actions based on or arising out of injuries, including death, to persons, or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the condition and quality of any and all products, produce, wares and matters of any kind that I produce, market, display, serve and/or sell at, about or through the McKinney Farmers Market at Chestnut Square.

I, the undersigned, further specifically agree to fully defend, indemnify, release and hold harmless the City of McKinney and Chestnut Square Historic Village and their respective officials, officers, agents, directors, attorneys and employees (hereafter referred to collectively as the "Indemnified Parties") from and against any and all suits, claims, judgments, demands, actions or causes of action, liabilities (including strict liability), losses, costs or expenses, including the reasonable attorney's fees and court costs and disbursements, whether arising in equity, at common law, or by statute, or under the law of contracts, torts (including negligence and strict liability without regard to fault) or property, of every kind and character (including claims for personal injury, bodily injury, emotional distress, real and personal property damage and economic loss) (all of which are hereinafter collectively called "Claims"), which may now or in the future be brought or instituted or asserted on account of or growing out of or arising from (i) any failure on my part, my partners, officers, managers or agents, subtenants or licensees ("My Parties") to comply with the provisions of this Agreement, or to comply with the provisions of law applicable to my business, or the provisions of law applicable to the property of Chestnut Square Historic Village, or (ii) any and all injuries or damages, including death, to persons or properties relating to the condition, or my use or occupancy of the property of Chestnut Square Historic Village, including the operation of my business upon such property, regardless of any extraordinary shifting of risks, and even if the claims are caused by the active or passive negligence or sole, joint, concurrent or comparative negligence of indemnified parties regardless of whether liability without fault or strict liability is imposed upon or alleged against such indemnified parties, but not to the extent that a court of competent jurisdiction holds in a final judgment that a claim is caused by the willful misconduct or gross negligence of such indemnified parties. The indemnity provided hereby specifically includes, but is not limited to, any loss, damage, or injury sustained by me, and any and all of my agents, employees, invitees, including caterers, and its contractors and patrons whether to person or property and whether the result of negligence, gross negligence or wrongful conduct. The indemnification shall also include costs of defense, which shall be an attorney of the Indemnified Parties' choice, court costs, expert witness fees, and any judgment together with pre-judgment and post-judgment interest. Neither The City of McKinney nor Chestnut Square Historic Village assumes any responsibility for any property placed on or in its facilities or grounds.

I acknowledge and agree that the City or Chestnut Square Historic Village will not provide any security for the market and the City and Chestnut Square Historic Village shall not be liable for any lost, stolen and/or damaged property, materials, equipment, produce, goods, and any other

items associated and/or used in conjunction with the market. I hereby release the City, its Council Members, Officers, Agents, Representatives and Employees and Chestnut Square Historic Village, its Officers, Agents, Board of Directors, Trustees, Representatives, and Employees from, and waives any and all rights to any and all claims for damages, or otherwise, I may have with regard to lost, stolen and/or damaged property, materials, equipment, produce, goods and any other items associated and/or used in conjunction with the market.

Applicant's Signature

Date

APPLICATION CHECKLIST

Required:		If Applicable:	
Signed Application		City Health Permit	
\$20 Application Fee		Sales Tax Certificate	
		State Manufacturing Permit	