



## 2023 Artisan & Food Vendor Application Sonora Certified Farmers Market

### For City use only

- Application
- CA Seller's Permit   
(Artisans Only)
- Health Permit   
(Food Vendors Only)
- Insurance Cert/End.   
(Food Vendors Only)
- Applicable State Permits

Artisans must include a copy of their California Seller's Permit with this application. Food Vendors must obtain a Temporary Food Facility Permit from Tuolumne County and submit the required Insurance Certificate and Endorsement with this application, see below.

Returning Vendors must have their applications submitted by Friday, April 21, 2023 to hold their place in the Market.

Vendor: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Location of Business – City: \_\_\_\_\_ County: \_\_\_\_\_

Names and relationship of the persons who will be selling for you at the Sonora Farmers Market:

\_\_\_\_\_

\_\_\_\_\_

Have you sold at the Sonora Farmers Market before: Yes \_\_\_\_ No \_\_\_\_

For returning Vendors, are you requesting to sell any new items: Yes \_\_\_\_ No \_\_\_\_

If yes, please list items: \_\_\_\_\_

Please list any other Farmers Markets that you currently sell at:

\_\_\_\_\_

Please list items that you would like to sell and on what month(s) *(Use back if needed)*

<u>ITEM(S)</u>	<u>MONTH(S)</u>	<u>ITEM(S)</u>	<u>MONTH(S)</u>

**Food Vendor General Liability Insurance Requirements:**

*Vendor shall maintain general liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage. Vendor shall provide a certificate of insurance naming the City of Sonora, its officers, officials, agents, employees, and volunteers as additional insureds under such policy along with a copy of the additional insured endorsement.*

**INDEMNITY/HOLD HARMLESS AGREEMENT:**

**Undersigned shall indemnify, defend, and hold harmless the City of Sonora (“City”), its officers, officials, employees, agents and volunteers (“City indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of the Undersigned’s performance of its obligations under this agreement or out of the operations conducted by Undersigned, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Undersigned’s performance of this agreement, the Undersigned shall provide a defense to the City indemnitees, or at the City’s option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims.**

*I hereby request permission to sell at the Sonora Certified Farmers Market. I have read and agree to abide by the Market Rules and Regulations. I also agree to cooperate with the Market management and pay the required fees.*

\_\_\_\_\_  
Vendor’s Signature

\_\_\_\_\_  
Date

Approved: City of Sonora:

\_\_\_\_\_  
Rachelle Kellogg, Market Manager

\_\_\_\_\_  
Date

**CITY OF SONORA  
AGREEMENT, WAIVER AND RELEASE  
SONORA CERTIFIED FARMERS MARKET**

I understand the risks involved by participating in the above event/activity of for which I/we are utilizing the City of Sonora's property, and in consideration for being permitted by the City of Sonora to participate in the above activity, I hereby waive, release and discharge any and all claims for damages for personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of participation in said event/activity. This release is intended to discharge in advance the City of Sonora (its officers, and/or officials, employees, volunteers and agents) from any and all liability arising out of or connected in any way with my participation in said event/activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this event/activity of involves an element of risk and danger of accidents and knowing those risks I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and to hold the above persons and entities free and harmless from any loss, liability, damage, cost, or expense which they may incur as the result of my death or injury or property damage that I may sustain while participating in said activity.

**Authorized Representative**

***(To be completed by individuals representing an Organization or Group)***

I, \_\_\_\_\_, warrant that I am authorized to execute this Agreement, Waiver and  
*(Name of Individual)*  
Release on behalf of the \_\_\_\_\_ and the Organization/Group's individuals  
*(Organization/Group)*  
participating in this event/activity.

**I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF SONORA.**

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

**PARENTAL CONSENT: (MUST be completed and signed by parent/guardian if applicant is under 18 years of age)**

I hereby consent that my son/daughter participate in the above activity and I hereby execute the above Agreement, Waiver, and Release on his/her behalf. I state that said minor is physically able to participate in said activity. I hereby agree to indemnify and hold the

persons and entities mentioned above free and harmless from any loss, liability, damage, cost, or expense which may incur as a result of the death or injury or property damage that said minor may sustain while participating in said activity.

**I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF SONORA.**

\_\_\_\_\_  
Parent or Guardian's Signature

\_\_\_\_\_  
Date