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ITHACA ARTISTS' MARKET
Friday, August 4, 2pm to 8pm
At the Farmers' Market
Vendor Fee: \$65 – checks made out to “CAP”, or pay online
DUE: MAY 12

The Ithaca Artists Market (IAM) is a juried show for the participating visual artists and is a program of the Community Arts Partnership of Tompkins County (CAP), our county arts council. The artists that comprise the IAM are painters, photographers, sculptors, printmakers and collage artists and sculptors. Other vendors include arts organizations, good, wine, music. “Vendors” are defined as those selling food or drink for visitors to enjoy while at the market. Vendors will sell their own wares.

Vendor is responsible for having display up by 2pm and will remain up until 8m.

BUSINESS NAME : _____

STREET ADDRESS: _____

CONTACT PERSON: _____

PHONE(S): _____ E-MAIL: _____

FEE: ___ I have enclosed a check with this form (check made out to “CAP”)
 ___ I will mail the fee to CAP (address above) by _____.
 ___ I have paid online on the Ithaca Artist Market page at
 ArtsPartner.org

DO YOU HAVE A BOOTH that is “yours” during the market? What is the booth number(s)? _____

AGREEMENT between **COMMUNITY ARTS PARTNERSHIP OF TOMPKINS COUNTY, INC** hereinafter referred to as **CAP** and **(fill in name of your business)** _____, hereinafter referred to as the **VENDOR**.

The above named **VENDOR** shall indemnify and hold harmless **CAP** and the **ITHACA FARMERS MARKET**, their officers, directors, employees, volunteers and agents from and against any and all claims, demands, causes of action, damages or liability from any cause whatsoever resulting from injury to any person or persons, including death, or damage to any property directly or indirectly arising out of this Agreement and

concessions or services provided by the **VENDOR**, its employees or agents. This obligation is in no way limited by any insurance enumerated herein.

VENDOR is responsible for having display up by 2pm and will remain up until 8m. The Community Arts Partnership, its agents employees and officers shall not be held liable for failure to fulfill or perform its contractual obligation provided such failure is caused, occasioned or furthered by closures of site locations due to any cause or causes beyond its control, including, but not limited to fire, flood, severe weather, public disaster, or any other cause beyond its control. Fees will not be returned if the market cannot or does not occur due to any reason. The Community Arts Partnership shall not be held liable for damages to art work or wares, exhibitors or personal property, or for theft, loss, injury or illness caused by products sold or exhibited by exhibitors or the general public or other calamities. Insurance for such loss, damages, or injury shall be the sole responsibility for each exhibitor at their own cost.

CERTIFICATE OF INSURANCE REQUIREMENT – give this to your insurance carrier and they can mail or fax the form directly to CAP – address above.

1. The **VENDOR** shall provide a valid Certificate(s) of Insurance showing proof of the following minimum limits of insurance, or as required by law, whichever is greater. The insurance shall be primary in all respects to any insurance carried by the CAP or the Ithaca Farmers Market. The insurance company and **VENDOR** shall have no recourse against CAP nor the Ithaca Farmers Market. All insurance shall be with insurance companies Admitted by the State of New York with a Best’s rating of “A-“ or better.

- **Commercial General Liability** including contractual liability, products and completed operations. \$1,000,000 each Occurrence, \$2,000,000 Aggregate
- **Business Automobile Liability** - \$1,000,000 Combined Single Limit
- **Workers Compensation** - If insurance company is holding the vendor’s worker’s compensation, please provide the policy number and dates. (Statutory).
- **Liquor Legal Liability** is required, if applicable at \$1,000,000 per Occurrence.
- **Certificate Holder:** The Community Arts Partnership of Tompkins County, inc, Center Ithaca Box 107, 171 East State St, Ithaca NY 14850, shall be shown as the Certificate Holder.
- **Description of Operations, Locations,**” shall show that “The Community Arts Partnership of Tompkins County and the Ithaca Farmers’ Market are named as “additional insured” on a primary basis for the event on Friday, July 26, 2013 at the Ithaca Farmers Market at Steamboat Landing, Ithaca.

2. Failure to provide an acceptable Certificate(s) will constitute a breach of contract by the **VENDOR** and the **VENDOR** will NOT be permitted to set up until said Certificates are provided.

3. **VENDOR** shall be solely responsible for controlling the safety of the event with respect to services provided hereunder.

4. **VENDOR** is responsible for obtaining and maintaining any and all required governmental/regulatory licensing (i.e. Food, Liquor, etc) required to operate their booth.

SIGNATURE: The Vendor understands, and agrees to all the conditions and requirements herein.

Dated this _____ day of _____, 2017.

CAP
BY: _____

VENDOR.
BY: _____
AUTHORIZED SIGNATURE

(Print name) _____