

# **Paw Paw Farmers Market**

## **Hold Harmless Agreement Required of all Vendors**

---

By signing this agreement, a Vendor agrees to indemnify, defend and hold harmless the Village of Paw Paw, its officers, employees, volunteers, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Vendor's use or occupancy of the Facility (Farmers Market) and adjoining property.

By signing this agreement, a Vendor agrees to comply and/or will comply with all applicable and appropriate laws, rules and regulations pertaining to participation in the Farmers Market and agree to comply with all Michigan Department of Agriculture Rules and Regulations, the Michigan Cottage Food Law, and applicable US Department of Agriculture (USDA) laws and regulations relating to its food, product, or goods.

By signing this agreement, a Vendor of all baked and/or processed foods agrees to follow current Michigan Department of Agriculture and Rural Development Rules (MDARD) and if required to create their food product in a licensed food kitchen and obtain the license from the MDARD or USDA for the preparation process.

By signing this agreement, a Vendor wishes to provide samples of goods agrees to follow all MDARD and/or health department guidelines and have a signed sampling contract on file with the Village of Paw Paw and the Market Manager.

By signing this agreement, a Vendor selling processed foods agrees to label them according to MDARD and USDA rules. It is suggested that vendors selling processed foods should obtain a minimum of \$500,000 product liability insurance.

By signing this agreement, a Vendor selling non-food items will obtain the required State of Michigan Sales Tax license and provide a copy of same to the Village of Paw Paw and the Market Manager.

By signing this agreement, a Vendor agrees to file appropriate and required licenses with the Market Manager who shall file the original agreements with the Village of Paw Paw and keep a copy of same at the facility. Vendor will not be allowed to operate at the Facility until such has been filed.

---

Signed: Name of Individual

Date

---

Business Name, Address, City State Phone number

---

Signature: Market Manager

Date