

Vendor Application Form
Downtown Arts Market @ The Hansen Arts Park

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Farm/Business Name: _____

Telephone: _____ Cell: _____

E-Mail: _____

Product(s) to be sold (Please be specific): _____

Would you be willing to give demonstrations on how you create your product? _____

Chalkfest (\$30 per day)

Thursday, June 24th 4pm - 9pm

Friday, June 25th 12pm - 6pm

Saturday, June 26th 12pm - 6pm

Downtown Arts Market (\$30 per day)

Thursday, July 1st

Thursday, July 8th

Thursday, July 15th

Thursday, July 22nd

Thursday, July 29th

Thursday, August 5th

Thursday, August 12th

Thursday, August 19th

Thursday, August 26th

TOTAL ENCLOSED FEE _____

Cash/Check Enclosed: _____

Credit Card: _____

Visa / MasterCard

Number: _____

Expiration Date: _____

Applicant Agreement

By signing this application, I agree that I have read the rules and regulations of the Downtown Arts Market and agree to comply with them. Further, I agree to sell only those items listed in the Vendor Application Form unless an additional request is granted at a later date. I acknowledge full responsibility for all my actions and activities in the Market (and those assisting me) throughout the term of this season's market (June to August 2021).

I acknowledge the authority of the Jamestown Fine Arts Association, Inc. (The Arts Center) to settle any disputes regarding product legitimacy, procedural and vendor conduct violations, and to impose any penalties, including possible suspension or removal from the Market.

Signature of Applicant

Return this Application, Indemnity Agreement and All Fees by June 15th to:

The Arts Center
Attn: Downtown Arts Market
P.O. Box 363
Jamestown, ND 58402

Indemnity Agreement

WHEREAS, _____, a vendor, charitable organization or other type of entity (User) desires to participate in the Downtown Farmer’s Market: and

WHEREAS, such organization meets the criteria for participation in the Downtown Farmers Market and agrees to obey the rules of the market and understands the nature of operating within the Downtown Farmer’s Market and their responsibilities as a Market Vendor or Participant in the market, including assuming responsibility for safe operation and conduct of their business within the market; the User agrees to indemnify, hold harmless and defend the Jamestown Fine Arts Association, Inc., its officers, agents and employees from and against all liability for and all claims, suits, demands, and/or actions for damages, injuries to person (including death), property damage (including loss of use) and expenses including court costs and attorney’s fees and other reasonable costs occasioned by or arising out of User’s presence with the market area permitted by the Jamestown Fine Arts Association, Inc. conducted in connection with or incidental to participation and arising out of or resulting from the intentional acts or negligence of User, its officers, agents, employees, or persons participating in the event sponsored by the User.

User further agrees that it shall, at all times, exercise reasonable precautions on behalf of, and be solely responsible for the safety of its officers, agents, employees, participants, visitors, and other persons as well as their property, while in or on the market and surrounding areas. It is expressly understood and agreed that the Jamestown Fine Arts Association, Inc. shall not be liable or responsible for the negligence of User, its agents, servants, employees, customers, visitors and participants.

It is further agreed with respect to the above indemnity, that the Jamestown Fine Arts Association, Inc. and User will provide the other with prompt and timely notice of any event covered in any way directly or indirectly, contingently or otherwise affected or which might affect the User or the Jamestown Fine Arts Association, Inc.

User Further agrees that this indemnity provision shall be considered as an additional remedy for the Jamestown Fine Arts Association, Inc. and not as an exclusive remedy.

User Name: _____

Title: _____

Signature: _____

Date: _____