

**Janesville Farmers Market**  
**Saturdays, 8:00 AM to 1:00 PM, May through October**  
**Located on West Wall Street between North River and North**  
**Jackson Streets in the heart of Downtown Janesville**



## PERFORMER APPLICATION

Updated 12/22/14

*For the purpose of this document, Janesville Farmers Market, Inc. herein is referred to as JFM*

### Contact Information

Name of Organization, if applicable: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Primary Phone: (\_\_\_\_) \_\_\_\_\_ Secondary Phone: (\_\_\_\_) \_\_\_\_\_

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

(Information will be sent by e-mail unless otherwise requested.)

The Janesville Farmers Market does not encourage, discourage, or endorse any religious or political views, nor does it permit any discriminatory activity or use of offensive or foul language.

The JFM manager reserves the right to deny a performer admittance to the market and reserves the right to dismiss a performer or performers for any reason.

### Disputes, Appealing, Decisions, and Dispute Hearings

A. A performer wishing to dispute the Rules and Regulations of the JFM or the decisions of the JFM Market Manager may do so in writing. The letter of Dispute must be submitted (post Marked) within 30 days of the dispute. The Letter of Dispute must include the decision or Rule and Regulation being disputed, a clear statement of the nature of the dispute and the desired outcome. Letters of Dispute should be addressed to the JFM Board of Directors.

B. Within 14 days of receipt of the Letter of Dispute, the JFM Board of Directors shall meet to discuss the dispute. At that time, the JFM Board of Directors may ask the Disputee and/or Market Manager to give testimony regarding the dispute. Any other witnesses and/or evidence shall appear at the discretion of the JFM Board of Directors.

C. After hearing the Dispute or Decision Appeal, the JFM Board of Directors shall rule on the Dispute/Appeal within one week of the hearing. The Board's decision will require a majority vote of Board quorum. JFM Board of Director's decisions will take effect immediately or retroactively, as decided by the Board at that time.

D. There is no further appeals process after the JFM Board of Directors has decided on a Dispute/Appeal.



Performer Agreement

I hereby release fully and forever, and discharge the City of Janesville, the JFM, and each and every one of their perspective officials, officers, employees and agents from any and all claims, actions, cause of action, damages, costs and/or expenses of any kind or nature, including attorney's fees, however caused and incurred by the applicant, arising from or in any way connected with the issuance of permission to Applicant to be a performer at the JFM and the resulting operation of Applicant's business at said Market.

I hereby agree to indemnify and hold harmless the City of Janesville, the JFM, and each and every of their respective officials, officers, employees, and agents from and against any and all claims, actions, causes of action, damages, costs and/or other expenses of any kind or nature, including attorney's fees, arising from or in any way connected with the Applicant's use of public space, operation of Applicant's business and the use of the same by Applicant's agents, members, partners, associates, contractors, employees, invitees and licensees.

I have read the rules, regulations and policies as described herein and hereby agree to abide by them. I agree that the JFM has authority to immediately settle any disputes regarding procedural violations subject to appeal under the procedures set forth in the market rules.

I understand that the JFM does not carry any insurance policies to cover individual participants.

Organization Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent/Guardian if Performer is under 18 years of age \_\_\_\_\_

**Photo Release:** I authorize Janesville Farmers Market, Inc. to photograph me, my products and my representatives throughout the event and use the photographs in related promotions. I understand and agree that the Janesville Farmers Market may edit, duplicate, distribute, reproduce, broadcast and/or reformat these images in any form and manner without payment of fees, in perpetuity.

Performer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please submit complete application materials to:

Janesville Farmers Market, Inc.  
PO Box 8252 Janesville, WI 53547-8252  
[manager@janesvillefarmersmarket.com](mailto:manager@janesvillefarmersmarket.com)



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**JFM Hold Harmless Form**

The undersigned hereby represents that he/she is the Applicant or the Officer or other Authorized Agent of the Applicant named herein and that he/she is over 18 years of age.

The undersigned further acknowledges that he/she had read and is familiar with the [Janesville Farmers Market Policies, Procedures and Rules](#) and recognizes and agrees by his/her signature hereto that the issuance of any permit is expressly conditioned upon Applicant's acceptance and continuing compliance at all times with said Policies, Procedures and Rules.

Applicant on behalf of him/herself and his/her heirs, successors and assigns, hereby releases fully and forever, and discharges the City of Janesville, the Janesville Farmers Market Inc., and each and every of the perspective officials, officers, employees and agents from any and all claims, actions, cause of action, damages, costs and/or expenses of any kind or nature, including attorney's fees, however caused and incurred by the applicant, arising from or in any way connected with the issuance of permission to Applicant to be a vendor at the Janesville Farmers Market and the resulting operation of Applicant's business at said Market.

Applicant hereby agrees to indemnify and hold harmless the City of Janesville, the Janesville Farmers Market Inc., and each and every of their respective officials, officers, employees, and agents from and against any and all claims, actions, causes of action, damages, costs and/or other expenses of any kind or nature, including attorney's fee, arising from or in any way connected with the Applicant's use of public space, operation of Applicant's business and the use of the same by Applicant's agents, members, partners, associates, contractors, servants, employees, invitees and licensees.

The undersigned declares under penalties and perjury that the factual information furnished by him/her in Applicant's Application is true, accurate and complete to the best of his/her knowledge.

Applicant shall be responsible for compliance with all laws, rules, regulations and ordinances governing the sale of all goods at the Janesville Farmers Market.

The Janesville Farmers Market Board of Directors reserves the right to terminate the Market Contract of any or all Vendors at any time without cause and without reimbursement of fees paid.

Date: \_\_\_\_\_

Applicant: \_\_\_\_\_

By: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

- Application materials include: Vendor Application \* Product Checklist \*Hold Harmless Form  
\*Copies of business and automobile proofs of insurance (available from vendor's insurance agent)  
\*If applicable, copies of valid Wisconsin Sellers Permit, \*Nursery License, \*Nursery Inspection Certificate  
\*Food Licenses, \*WIC/Senior Voucher Certification or other regulatory requirements needed for the sale of product at this site.

Please submit complete application materials to:

Janesville Farmers Market, Inc.  
PO Box 8252 Janesville, WI 53547-8252  
(608) 289-9292, [manager@janesvillefarmersmarket.com](mailto:manager@janesvillefarmersmarket.com)