

# Indemnity Agreement

WHEREAS, \_\_\_\_\_, a vendor, charitable organization or other type of entity (User) desires to participate in the Ennis Bluebonnet Market; and

WHEREAS, such organization meets the criteria for participation in the Bluebonnet Market and agrees to obey the rules of the market and understands the nature of operating within the Bluebonnet 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 City of Ennis, 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 within the market area permitted by the City of Ennis 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 person 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 City of Ennis 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 City of Ennis 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 City of Ennis. User further agrees that this indemnity provision shall be considered as an additional remedy for the City of Ennis and not as an exclusive remedy.

User name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Return Application and Indemnity Agreement by mail to: OR email to:**

Bluebonnet Market

farmersmarket@ennistx.gov

108 W Knox

Ennis, TX 75119

# Vendor Application Form

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

Address: \_\_\_\_\_  
(Street, City, State, Zip Code, County)

Business Name: \_\_\_\_\_

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

Allow text messaging? Yes \_\_\_\_\_ No \_\_\_\_\_

E-mail: \_\_\_\_\_

Number of spaces requested: \_\_\_\_\_ My booth will require electricity: Yes \_\_\_\_\_ No \_\_\_\_\_

Products to be sold:

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Please attach photos of your booth set up and products/merchandise to your application.

By signing this application, I agree that I have read the rules and regulations of the Bluebonnet 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 for those assisting me) through the term of this season's market (April - October).

I acknowledge the authority of the City of Ennis 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. Copies of all necessary licenses and applicable vendor application fees must accompany this application.

Signature of Applicant

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