



GROW LOCAL KITCHEN (GLK) FACILITY USE APPLICATION

Approval grants eligibility to rent selected Nashville Farmers' Market (NFM) facilities during the approval period. Complete each section below as indicated in type or legible print, and submit the signed application with the application fee or license renewal fee as required.

Smoking is Prohibited at the Nashville Farmers' Market!

APPLICANT INFORMATION				
BUSINESS/ORGANIZATION NAME				
BUSINESS/ORGANIZATION WEBSITE, FACEBOOK and/or TWITTER (if any)				
APPLICANT NAME (or person authorized to represent applicant business/organization)				
STREET ADDRESS			E-MAIL	
CITY	STATE	ZIP	BUSINESS PHONE	
ON-SITE MANAGER (if different from applicant)			MANAGER PHONE	
APPLICATION/LICENSE TYPE				
<input type="checkbox"/> food artisan w/ off-site preparation — <i>sells applicant's own hand-made, food products made or prepared off-site</i> <input type="checkbox"/> food artisan w/ on-site preparation — <i>sells food prepared on-site</i> <input type="checkbox"/> GLK event, class, or demo w/ on-site preparation and participation fee — <i>25 people maximum—guests & staff</i> <input type="checkbox"/> OTHER (explain):				
OTHER KITCHEN USE DETAILS AND EXPLANATION GLK USE:				
APPLICANT HAS RENTED SPACE AT THE NFM BEFORE— <input type="checkbox"/> YES <input type="checkbox"/> NO If "YES," what was the last date?				
GLK EVENT, CLASS, OR DEMO INFORMATION – complete if applicable				
USE DATE(S):				
USE HOURS (including any set up and tear down):				
EVENT/CLASS/DEMO HOURS:				

TOTAL NUMBER OF PEOPLE EXPECTED (attending, staffing, and volunteering):

WILL BEER, WINE OR LIQUOR BE SERVED? YES NO

REQUEST TABLE LINENS? YES NO

DETAIL APPLICANT RESOURCES THAT WILL BE USED ON THE PREMISES:

MARKET SERVICE – complete if applicable

DETAIL ANY ELECTRICAL POWER RESOURCE, OTHER SERVICE, OR UTILITY NEEDS

(include the number and type of outlets; additional charges may apply; requests may not be accommodated)

OTHER DETAILS – provide any additional information to help market staff to understand the application request

SELECTED FACILITY REGULATIONS

The following is subject to change without notice, however advance notice will be provided when possible.

Space Assignment and Reservation — Final facility reservation will ONLY be completed when the appropriate documentation and rental fee for is paid in full as required. Notwithstanding the foregoing, market management reserves the sole and absolute right to cancel space reservations for one or more days.

Rental Items — The Nashville Farmers’ Market does not provide equipment, draping, or other items for special event rental. However, a Renter is free to use the appliances and utensils stored in the GLK during rental periods, provided that anything used is washed, or otherwise appropriately cleaned and returned to the GLK location where it was found.

Advance Payment — Rental fees must be paid, in full, before the date that space is occupied and used. Anyone occupying any part of a rental space (including using a space for storage) without paying in advance as required will be subject to both rent for the space and a late payment charge, however it should be noted that anyone occupying space without paying in advance will also be subject to license termination and eviction. No cash payments will be accepted. Payment by check, cashier’s check, money order, or credit/debit card is required (credit/debit card payment will incur a convenience fee in accordance with Metro regulations). Anyone having a check returned for insufficient funds will no longer have the option of paying by personal check.

ALL payments must be made in the market business office and will ONLY be accepted: Monday through Thursday, between 8:00 am and 10:00 am, and 1:00 pm and 3:00 pm.

Display Payment Receipt —NFM receipt identifying the rental space(s) and dates paid must be displayed in rented space.

Reservation Cancellation & Refunds — NO cash refunds. Any refund will be in the form of a credit which may be applied toward space rental in the future (or any outstanding amount due to the market). NO refunds for cancellations made less than 5 days before the date cancelled (market staff may waive advance cancellation in the event of inclement weather). Cancellation may ONLY be completed by speaking directly with market business office staff. No “answering machine” cancellations will be accepted. No shows will forfeit the space rental fee.

Parking —Any parking violation, including parking in a space rented by another, will make the vehicle subject to tow at the owner’s expense. Parking in fire lanes, doorways, or places not designated as parking or loading zones is always prohibited. Parking a vehicle inside the iron fence after 8:00 pm is prohibited. (Refer to NFM facility-use policies for comprehensive parking restrictions.)

Garbage/Refuse — All garbage/refuse must be removed from rented space to the refuse removal bin at the end of each day. All garbage taken to

the refuse removal bin must be in securely tied garbage bags. Any non-compliance with the handling of garbage will be subject to a \$50 assessment per occurrence.

Market Property — No signs, banners, nails, screws, or advertising material may be placed on any market building, walls, or doors without written approval from NFM management. Hanging or attaching anything to gutters and downspouts of the buildings or sheds is prohibited. Hanging or attaching anything to the rafters in sheds is prohibited. Free standing, 10'x10' tents may be used in open, rented space. (The Nashville Fire Marshal's office will provide information regarding tent regulations and may be called at 615-862-5230.)

Electricity — Electrical outlet use is permitted, as available, when space is rented, provided that the user complies with all of the following related requirements (violations will be subject to a \$50 assessment per occurrence):

- Only one heavy duty, undamaged UL listed extension cord may be used per electrical outlet.
- Power strips and surge protectors creating multiple powered receptacles are strictly prohibited.
- Cords may NOT be placed in walkways.
- Market management must approve in writing any item that will be powered by market electricity.

Prohibited Items — Selling any of the following is strictly prohibited:

- items that violate federal, state, or local laws
- stolen or counterfeit items
- medications of any type
- live animals
- weapons (anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury; or anything that in the manner of its intended use is capable of causing death or serious bodily injury) including but not limited to knives.
- items that, at the sole determination of market management, could be found objectionable by a reasonable person (such as items that condone, depict, or display nudity, racism, sexism, *et cetera*)

Loading Dock — All deliveries of merchandise or other items in or out of the Market House, except the smallest that can be hand-carried by one person and that does not require propping a door open, must be made through the loading dock on the North side of the Market House. Equipment, merchandise, or other items may ONLY be left on the loading dock for a short period, but the placement of anything in the loading dock area for a period greater than two (2) hours is prohibited. The loading dock "garage" type door must be closed when the loading dock is not being actively used, and it is the responsibility of the person using the loading dock to close the door. Deliveries through the Market House may ONLY use hand truck type equipment with soft, rubber wheels.

After Hours Entry — ONLY authorized persons listed on the *Farmers' Market Merchant Contact List* will be permitted to enter after hours. For entry into the property after hours, each individual must contact the Security Control Center at 615-862-6599, be specifically named on the *Farmers' Market Merchant Contact List* of a NFM licensee currently renting space, and present valid identification to the on-site security officer.

Security — Security personnel are on the NFM property to provide for public safety and regulate after hours entrance to the premises. The contact number for the Security Control Center is 615-862-6599. This is the best way to reach a security officer for any reason. If there is a medical emergency, please call 9-1-1.

Smoking — Smoking is prohibited inside the NFM iron gates/fence and inside the Market House.

Open Flames — Open flame inside the NFM iron gates/fence is prohibited.

Pets — Service animals are permitted, but pets are not allowed inside the NFM iron gates/fence or in the Market House.

Soliciting — Soliciting and busking is prohibited without written authorization from NFM management.

Gifts — NFM personnel, maintenance staff, and contractors are prohibited from accepting and NFM licensees are prohibited from offering gifts.

Americans with Disabilities Act — People with disabilities represent a significant portion of the population and NFM guests. Ensuring equal participation by all guests is important and beneficial all associated with the NFM. The Americans with Disabilities Act (ADA) mandates equal treatment of persons with disabilities. The ADA defines and "individual with a disability" as a person who has physical or mental impairment that substantially limits one or more major life activities, who has a record of such impairment, or who is regarded as having such impairment. Every effort should be made to give guest with disabilities the opportunity to participate and enjoy all aspects of the Nashville Farmers' Market. When the safety of guests or employees will be placed in jeopardy, then the admission may be refused.

Smoking is Prohibited at the Nashville Farmers' Market!

APPLICANT HAS READ AND AGREES TO COMPLY WITH THE REGULATIONS ABOVE: YES NO

NOTICE: Upon completion of this application through the section immediately above, the Applicant may submit the unfinished document, along with an application fee as required by NFM staff, for pre-approval consideration.

Final approval will NOT be granted until the Applicant submits the signed and notarized agreement, the \$150.00 Security Deposit, and all application documentation as indicated in the section immediately below.

APPLICATION DOCUMENTATION

ALL applicants must submit this application (completed, signed, and notarized), an application fee as required by NFM staff, and a Security Deposit of \$150.00 along with the following documentation:

- current documentation of a Business License from a Tennessee governmental entity **-AND-**

- documentation of sales and use tax certificate of registration
(OR: federal or state government tax exempt status documentation)

The following documentation is also required as indicated...

Food Artisan (on-site prep and sales) must submit:

- a Certificate of Liability Insurance as required -AND-
- Tennessee Department of Health permit to prepare food

Food Production Artisan (on-site prep and no on-site sales) must submit:

- a Certificate of Liability Insurance as required -AND-
- Tennessee Department of Ag Manufacturer Plan Review -OR-
- Tennessee Department of Health permit to prepare food

Event, Class, or Demo w/ Participation Fee Applicant must submit:

- a Certificate of Liability Insurance as required -AND-
- Tennessee Department of Health permit to prepare food

Applicant that will serve alcoholic beverages must submit:

- a Certificate of Liquor Liability Insurance as required -AND-
- ABC and Beer Board permits as applicable

TERMS AND CONDITIONS

APPLICANT (UPON APPROVAL, "LICENSEE") AGREES AS FOLLOWS:

SECTION 1. APPLICATION/LICENSE APPROVAL

(a) The terms, conditions, and commitments hereunder shall be effective ONLY upon approval of this application to grant Applicant a license use Nashville Farmers' Market (hereinafter, "NFM" or "market") Grow Local Kitchen (GLK) and do business at the market (provided that the GLK is properly rented and rent is paid in advance).

(b) Applicant failure to observe and comply the terms and conditions detailed herein shall constitute a breach and may result in loss of market privileges and license termination.

(c) Applicant failure to observe and comply with *Nashville Farmers' Market's Rules*, NFM facility-use policies, and GLK Handbook shall constitute a breach of license terms and conditions as if the same were contained herein as covenants. Current copies of said regulations shall be available in the NFM business office during normal business hours.

SECTION 2. PREMISES AND USE

(a) Applicant shall have use of the Premises for which Applicant has paid the rental fee and that NFM staff has assigned and reserved. The Premises shall be identified as the GLK kitchen and limited common area space as applicable and will be detailed by NFM receipt(s) issued pursuant to payment.

(b) Applicant shall have reasonable right of ingress and egress into and from NFM public restrooms, halls, corridors, and grounds, provided that said locations are open to the public. Notwithstanding the foregoing, Applicant shall have no rights in any part of the building or grounds that are not specified herein.

(c) NFM staff reserves the right to control the Premises. NFM staff and designee(s) shall have the right to enter rented space at any time for any purpose, including removal of any person who, in the sole judgment of NFM staff or designee(s), is disrupting or obstructing the proper operation and management of the NFM.

(d) The Premises shall be used solely for the purposes described in the Applicant's approved application and for which the Applicant has paid the rental fee. Applicant shall have access to and use of the Grow Local Kitchen, an inspected and fully licensed retail food establishment, facilities for the purpose of the production of Applicant's products as indicated. Applicant shall have full and exclusive use of the GLK facility as equipped, including sinks, counters, floor, and appliances during the hours rented.

(e) NFM shall NOT at any time or in any way be responsible for Applicant mail. As necessary, it is acceptable for Applicant to identify the NFM address as the Applicant's physical address. However, Applicant must identify and use some other address (*e.g.*, home address, business address, PO Box, or other rented mailing address) and shall NOT use the NFM address as Applicant's mailing address.

(f) Applicant may be given access to the Premises after hours (when gates are locked) at NFM staff discretion, provided that arrangements are properly made in advance as required by facility-use policies.

(g) The delivery or shipping of merchandise or other items to and from the Premises shall be subject to such facility-use policies as

in the judgment of NFM staff are necessary for the proper operation of the Premises and NFM. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by NFM staff.

(h) Applicant must keep all garbage and refuse in the type of container specified by NFM staff and within Applicant's rented space until it is taken directly to the refuse removal area. Applicant shall pay the cost of removal of any of Applicant's refuse or rubbish. No refuse or rubbish shall be stored in common areas. All garbage taken to the refuse removal bin must be in securely tied garbage bags.

(i) Applicant shall not bring upon the Premises any exhibit, equipment, or vehicles which, in the judgment of NFM staff, would be or might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Premises.

(j) No permanent modification of or other physical attachment to the Premises (including signs, banners, or other advertising material) shall be constructed, installed, connected, or otherwise fashioned without the written consent of NFM staff in each instance. No electronic device or appliance of any type shall be installed or connected to a power outlet without NFM staff's consent in writing in each instance. Any such installation or attachment without said written consent shall be subject to removal without notice at any time at the cost of the Applicant.

(k) Applicant shall not place or permit any obstructions or merchandise, inventory, equipment or other items in any location exterior to Applicant's rented space.

(l) Applicant shall not use loudspeakers, televisions, phonographs, radios, or other video or audio devices without the prior written consent of NFM staff.

(m) Applicant shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act, cause disturbances, create odors, make noise, or use an audio device at a volume that could reasonably be found offensive by or otherwise disturb the quiet enjoyment of other NFM merchants or their officers, employees, agents, customers or invitees. Because an employee or visitor may have a chemical sensitivity to it, burning incense is specifically prohibited at the market.

(n) Applicant expressly assumes full responsibility for all persons connected with Applicant's use of the Premises, including all its employees, agents, members, licensees, and invitees.

(o) Applicant is responsible for leaving rented space in neat and orderly condition at the end of each rental.

(p) Parking and traffic on the NFM property shall be subject to such facility-use policies as in the judgment of NFM staff are necessary for the proper and safe operation of NFM. Applicant and Applicant's employees shall comply with NFM parking and traffic policies, only park vehicles in those parking areas designated for that purpose by NFM staff and use a parking placard as may be required. An improperly parked vehicle may be towed at the owner's expense.

(q) Any reservation may be terminated for convenience by NFM upon written notice. In the event of NFM termination for convenience, the liability of NFM and the State of Tennessee shall be limited to the return to Applicant the unearned rent paid to NFM hereunder.

(r) To ensure a facility use reservation, NFM staff may require Applicant to complete a *GLK Per Use Information* form to obtain rental date and shift approval.

SECTION 3. PAYMENTS

(a) Rent is due and payable in full and at least five (5) days before Applicant will occupy the Premises. Applicant shall not occupy the Premises or use the facility until the rent is paid in full and before the date(s) of use as required. Rent shall be due and payable at the rate(s) applicable to the Premises established by NFM at the time of the payment.

(b) In the event Applicant for any reason cancels less than ten (10) business days before a reservation of the Premises for Applicant use, NFM shall be entitled to ONE HUNDRED AND FIFTY DOLLARS (\$ 150.00), as liquidated damages and not as a penalty. Any amounts paid by Renter may be applied toward this amount.

(c) If Applicant continues to occupy the Premises after each approved, rented facility use shift, additional rent at the rate of ONE HUNDRED DOLLARS (\$100.00) per hour or partial hour shall become due and payable by Applicant. NFM shall calculate any such contingent amount at the indicated rate with a one hour minimum, and the rate shall apply to any additional hours or partial hours (which shall NOT be calculated on a *pro rata* basis). Applicant shall pay the any such amount upon demand by NFM.

(d) Applicant will pay NFM ONE HUNDRED AND FIFTY DOLLARS (\$150.00) immediately upon application approval, and said amount (the "Security Deposit") shall be held by the market to secure Applicant's performance as agreed. The Security Deposit is not an advance payment for rent or service and is not a measured limit of Applicant's damages. NFM may, without prejudice to any other remedy, use all or part of the Security Deposit to perform any obligation Applicant fails to perform hereunder. The Security Deposit may be comingled with other funds, and no interest shall be paid thereon. Following either the one-year period as an approved Nashville Farmers' Market Grow Local Kitchen Licensee or the one-time rental occupancy as may be applicable, the NFM shall refund any portion of the Security Deposit not used to perform Applicant's obligations hereunder.

(e) Applicant agrees that all sums due and owing to NFM for space rental shall be paid in full as detailed herein and agrees that failure to render payment(s) in advance and as required shall be subject to the assessment, in accordance with applicable facility-use policies, of a Late Payment Fee, as and for liquidated damage. Such amount shall be due immediately, along with the associated payment(s).

(f) In the case of the failure of Applicant to perform and comply with any of these terms and conditions, Applicant agrees to pay to NFM the costs and expenses of enforcing the terms and conditions including a reasonable sum for attorney's fees, whether suit be brought or not.

(g) In addition to the amounts detailed herein, Applicant shall be liable for any fees or charges detailed in and permitted by

Nashville Farmers' Market's Rules and NFM facility-use policies.

SECTION 4. INSURANCE

(a) Applicant shall obtain and retain throughout any use of the Premises the following insurance coverage from insurance carrier(s) having no less than an "A-" rating according to A.M. Best's rating and that are authorized to do business in Tennessee:

- (1) Comprehensive General Liability Insurance with limits of not less than \$1,000,000.00 for each occurrence shall be in full force and effect. Said insurance shall include the Metropolitan Government of Nashville and Davidson County, the State of Tennessee, and the officials, officers, employees and agents thereof as insureds. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. The insurance shall be primary with respect to any insurance or self-insurance programs covering Lessor, the State of Tennessee, and the officials, officers, employees and agents thereof.
- (2) Liquor Liability Insurance shall be in full force and effect IF Applicant will serve alcoholic beverages. Said insurance policy shall name the Metropolitan Government of Nashville and Davidson County, the State of Tennessee, and the officials, officers, employees and agents thereof as additional named insureds.

(b) No later than ten (10) full business days before the first proposed date of use, Applicant shall provide NFM with properly executed certificate(s) of insurance which shall:

- (1) clearly evidence all insurance required in this Section 4; and
- (2) specify both of the following as additional named insureds and certificate holders:
 - a. Metropolitan Government of Nashville and Davidson County
Metro Courthouse, Suite 108
Nashville, Tennessee 37201
 - b. State of Tennessee
Department of General Services
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Blvd
Nashville, Tennessee 37243.

SECTION 5. LICENSES, PERMITS, AND TAXES

(a) Lessee shall obtain at its own expense all licenses and permits required by law, and Lessee shall pay all taxes, fees, and charges required by any governmental authority in connection with its use of the Premises. Lessee shall contact the Mayor's Office of Special Events for the Metropolitan Government of Nashville and Davidson County to determine whether a special event permit or any other Metro permits are required.

(b) Lessee understands that pursuant to state and local law, notwithstanding approval by the Nashville Farmers' Market, permits for temporary sales of alcoholic beverages on publicly owned property may only be issued to a *bona fide* charitable or non-profit or political organization and are subject to the approval of the liquor and beer regulatory authorities, as applicable.

SECTION 6. INDEMNIFICATION AND HOLD HARMLESS

Applicant shall indemnify and hold harmless NFM and the State of Tennessee against and from any and all liabilities, obligations, damages, claims, costs, charges, expenses and judgments (including, without limitation, fees and expenses of reasonable attorneys, expert witnesses, and other consultants) arising out of the activities of or the use of the Premises by Applicant or Applicant's employees, agents, contractors, members, licensees, or invitees. Applicant shall assume any and all responsibility and liability therefore, including but not limited to costs and expenses incurred by NFM and the State of Tennessee in defense of any action, including but not limited to attorneys' fees.

SECTION 7. PROPERTY

(a) Applicant shall pay for any and all damage to the Nashville Farmers' Market and damage to or loss of any NFM property or equipment and/or any other property of any person resulting from Applicant's activities or use of the Premises by Applicant or Applicant's employees, agents, contractors, members, licensees, or invitees.

(b) Any equipment, supplies, ingredients, or other property brought to the NFM by Applicant or Applicant's employees, agents, contractors, members, licensees, or invitees shall be at the sole risk of Applicant.

SECTION 8. RETURN OF PREMISES

(a) At the end of the period for which Applicant has properly paid rent, Applicant shall surrender the Premises in the same condition, ordinary wear and tear excepted, and cleanliness as when Applicant took possession. Applicant shall be responsible for the cost of any cleaning or repair deemed necessary by NFM staff and shall pay such cost to and no later than ten (10) days following written demand by NFM staff.

(b) If Applicant fails to surrender the Premises, as required herein, NFM staff may take possession of and remove from the Premises all effects remaining therein and treat such as its own property (using or disposing of it at will) or store it at Applicant's sole cost and risk. Applicant hereby waives any right to claim the value thereof or damages therefore.

SECTION 9. NON-DISCRIMINATION

It is the policy of the Metropolitan Government of Nashville and Davidson County not to discriminate on the basis of age, race, sex, color,

national origin, sexual orientation, gender identity, disability or handicap in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Metropolitan Government of Nashville and Davidson County's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee constitutional or statutory law; nor shall any person be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination against said protected classes in the performance of contracts with Metropolitan Government or in the employment practices of the Metropolitan Government's contractors. An approved Nashville Farmers' Market Applicant shall conform to this nondiscrimination standard.

SECTION 10. TERMINATION

(a) Termination for Default— The following shall constitute an event giving rise to a termination for default:

- Any Applicant breach of material terms or conditions of this agreement;
 - Applicant fails to abide by any applicable laws, ordinances, rules and regulations of the United States, the state of Tennessee, or the Metropolitan Government of Nashville and Davidson County; or,
 - Applicant violates *Nashville Farmers' Market's Rules* or NFM facility-use policies.
- (1) Upon an actual determination of default, NFM shall deliver written notice of such default to Applicant, and this agreement and any license do use space or do business at NFM shall terminate.
- (2) Upon termination for default, NFM may rent of the Premises to another Applicant, for such fees and on such terms as NFM shall deem appropriate.

(b) Termination for Convenience— NFM may terminate Applicant's approval as a licensee and this agreement for convenience upon written notice ten (10) days prior to termination. In the event of a termination for convenience, the liability of the NFM shall be limited to credit for unearned rent paid hereunder.

(c) Termination for Governmental Purpose— This agreement may be terminated should NFM or superior governmental authority decide termination is necessary for a governmental purpose.

SECTION 11. MISCELLANEOUS

(a) The signatory below is the Applicant or personally warrants holding full authority to enter this agreement on behalf of Applicant. Said Applicant, or Applicant's authorized representative, acknowledges reading this agreement and having sought and received whatever competent advice and counsel necessary for a full and complete understanding of all rights and obligations hereunder.

(b) Neither NFM nor Applicant shall be deemed in violation of this agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, act of nature, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control.

(c) Applicant shall NOT assign any rights hereunder.

(d) The laws of the State of Tennessee shall govern this Agreement. Any dispute arising out of this Agreement shall be litigated in the courts of Davidson County, Tennessee.

(e) Applicant acknowledges that NFM and all tenants at the market are victims of any crime occurring on NFM property. Accordingly, Applicant agrees to report theft, vandalism, or any other crime involving any property brought onto NFM premises by Applicant, Applicant's employees, or agents and to give formal statements to the Metropolitan Nashville Police Department. Further, Applicant agrees to cooperate with NFM staff and the Metropolitan Nashville Police Department in the investigation and prosecution of any at the market.

(f) All notices required or permitted herein shall be delivered in person, by United States Mail, or by private courier and as indicated below. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received.

NFM:

Nashville Farmers' Market
900 Rosa L. Parks Blvd.
Nashville, Tennessee 37208

APPLICANT:

*name and contact information detailed
within this application document*

(g) Any failure of NFM to act in response to any breach of any of the provisions of this agreement shall not be considered as a waiver of its right to act on any subsequent violation or violations by Applicant, the right to terminate the license to conduct business at NFM because of a material breach being a continuing one. No waiver by NFM of any default shall operate as a waiver of any other default, or the same default on a future occasion, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.

(h) Anything herein to the contrary notwithstanding, Applicant is not the agent of NFM. It is expressly acknowledged that NFM and Applicant are independent parties and NOT partners, joint venturers, associates employees, or agents for any purpose whatsoever.

(i) The term and conditions herein constitute the totality of the agreement pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein.

APPLICANT, by means of the authorized signature subscribed to this document below, does hereby expressly confirm that all information detailed within is accurate, affirm and declare agreement with the terms and conditions detailed herein and attached hereto, acknowledge responsibility for compliance with the Americans with Disabilities Act (ADA) regarding any applicant market resources, and assure compliance with *Nashville Farmers' Market Rules* and NFM facility-use policies.

Signature and Date:

Printed Name:

STATE OF Tennessee

COUNTY OF _____

On this ____ day of _____ 20 __, before me personally appeared

_____ ,

known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and who acknowledged that he or she executed the same for the purposes therein contained.

Notary Public

My commission expires: _____

FARMER'S MARKET STAFF USE ONLY—			
OTHER APPLICATION REQUIREMENTS:			
required	<u>not</u> required	attached	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NFM application fee
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NFM deposit
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Business License from a Tennessee governmental entity -OR- federal or state tax exempt status document
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sales and use tax certificate of registration -OR- federal or state tax exempt status document
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Certificate of Liability Insurance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tennessee Department of Health permit to prepare food
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tennessee Department of Ag Manufacturer Plan Review -OR- Health permit to prepare food
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Certificate of Liquor Liability Insurance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ABC and/or Beer Board permits
NOTES:			
CONTINGENT LICENSE APPROVED THROUGH CALENDAR YEAR: 2014			
APPROVAL SIGNATURE AND DATE:			

NOTICE: Approval does NOT guarantee the fulfillment of all requested service or resources.

**NASHVILLE FARMERS' MARKET
INDEMNITY AGREEMENT**

In consideration of the Metropolitan Government of Nashville and Davidson County, Nashville Farmers' Market granting license to rent, occupy, and do business from assigned space at the Nashville Farmers' Market,

I, _____, the undersigned, hereby
PRINTED NAME

indemnify and hold harmless the Nashville Farmers' Market from and against any and all claims, demands, actions, losses, obligations, costs, charges, expenses, judgments, damages, and liabilities whatsoever (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and other consultants), which Nashville Farmers' Market may sustain, suffer, or incur by reason of, in connection with, or arising out of the activities or use of Nashville Farmers' Market facilities by me or by my employees, family, agents, contractors, or invitees and shall assume any and all responsibility and liability therefore. I understand that I am responsible for my own general and product liability insurance.

In the event that I fail to indemnify and hold harmless as herein agreed, the Nashville Farmers' Market shall have full rights to defend, pay or settle said claim on its behalf without notice to me and with full rights to recourse against me for all fees, costs, expenses, and payments made or agreed to be paid to discharge said claim.

In the event of default, I further agree to pay all reasonable legal fees and expenses necessary to enforce this agreement.

This agreement shall be unlimited as to amount and duration.

Signature and Date: _____

STATE OF Tennessee

COUNTY OF _____

On this ____ day of _____ 20____, before me personally appeared

known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and who acknowledged that he or she executed the same for the purposes therein contained.

Notary Public

My commission expires: _____

