

**The Southaven Farmers Market Waiver Form**

Please print all information clearly and return with payment to the **City Clerk’s Office**, 8710 Northwest Drive, Southaven, MS, 38671.

I, the undersigned individual/entity, do hereby agree that I, and my heirs, successors, assigns, entity or entities shall hold harmless and indemnify the City of Southaven (“City”) as well as its employees, representatives, agents and assigns from any and all claims, damages or losses of any kind and of any nature including attorney’s fees arising from my participation in the Southaven Farmers Market. I further understand that the City and its agents are only providing a place for vendors to sell their commodities and are not enforcing Mississippi State Department of Health, the Department of Marine Resources or the Mississippi Department of Agriculture and Commerce food sales to consumer regulations.

I understand that it is my responsibility to know and adhere to any applicable rules and regulations. The City encourages and requires all vendors to properly follow the rules and regulations applicable to direct food sales to consumers in the state of Mississippi promulgated by the following, but not limited to: Mississippi State Department of Health, the Department of Marine Resources or the Mississippi Department of Agriculture and Commerce.

I understand that the City and its agents are not responsible for collection of any sales tax that might be due the State of Mississippi for any artisan item, non-exempt value-added item, or edible agricultural products not grown or produced in Mississippi. I understand it is my obligation to be responsible for all applicable sales tax due the State of Mississippi.

I agree to be fully and entirely responsible for any damage, accidents, illness or injuries caused by my action(s) or my products, and/or my equipment and the same for those assisting me at the Southaven Farmers Market, and shall hold the City, as well as its employees, representatives, agents and assigns harmless from any and all claims, damages or losses of any kind including attorney’s fees as set forth above. This agreement remains in effect for the duration of my participation in the Southaven Farmers Market and all hold harmless, indemnification and responsibility provisions binding the undersigned shall survive the completion of the Southaven Farmers Market.

Name (print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Southaven Farmers Market Vendor Application**

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

Name of Farm or Operation or Entity or Individual \_\_\_\_\_

Physical Location of Farm or Operation or Entity or Individual \_\_\_\_\_

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Primary Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Description of products to be sold:

I certify that the above information is true and accurate.

Name (print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_