

# CHAPPELL HILL FARMERS MARKET

Powered by BirdDog • In partnership with the Chappell Hill Historical Society

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## VENDOR AGREEMENT, WAIVER & COMPLIANCE PACKAGE

*Please read all sections carefully before signing.*

### Section 1: Vendor Agreement

This Vendor Agreement (“Agreement”) is entered into between the undersigned vendor (“Vendor”) and the Chappell Hill Farmers Market, powered by BirdDog, in partnership with the Chappell Hill Historical Society (“Market”). By participating in the Market, Vendor agrees to the following terms:

#### Independent Vendor Status

Vendor is an independent business and is not an employee, agent, or partner of the Market, BirdDog, the Chappell Hill Historical Society, the landowner, or any affiliated party.

#### Compliance Responsibility

Vendor is solely responsible for complying with all applicable federal, state, and county laws and regulations, including but not limited to:

- Texas Sales & Use Tax requirements
- Food safety and health regulations
- Cottage Food Law compliance (if applicable)
- Required permits, licenses, and certifications

The Market does not provide legal, tax, or regulatory guidance to vendors.

#### Products & Sales

Vendor is solely responsible for:

- The safety, quality, labeling, and legality of all products sold
- All transactions with customers
- Collection and remittance of any applicable sales tax

#### Right to Refuse or Remove

The Market reserves the right to:

- Refuse participation to any vendor
- Remove any vendor from the Market for non-compliance, unsafe behavior, or conduct inconsistent with the Market’s values

No refunds are guaranteed in such cases.

### Section 2: Waiver, Release & Indemnification

Vendor acknowledges that participation in the Chappell Hill Farmers Market involves inherent risks, including but not limited to personal injury, property damage, foodborne illness claims, weather-related incidents, theft, or loss.

### **Assumption of Risk**

Vendor voluntarily assumes all risks associated with:

- Setup and breakdown
- Booth operation
- Interaction with customers
- Sale and distribution of products

### **Release of Liability**

Vendor hereby releases and waives any and all claims against:

- BirdDog
- Chappell Hill Historical Society
- The landowner
- Market staff, volunteers, and affiliates

Except in cases of gross negligence or willful misconduct.

### **Indemnification**

Vendor agrees to indemnify, defend, and hold harmless the Market Parties from any claims, damages, losses, or expenses (including attorney fees) arising from:

- Vendor's products
- Vendor's operations
- Vendor's negligence or non-compliance

## **Section 3: Compliance Acknowledgement**

Vendor acknowledges that they are responsible for determining and maintaining compliance with all applicable requirements related to their business, including but not limited to: Texas Sales & Use Tax Permit (if selling taxable items), Texas Cottage Food Law compliance (if applicable), Temporary Food Establishment Permits (if applicable), Food Handler Certification (if applicable), and proper labeling and food safety practices.

Vendor understands that the Market does not verify permits or licenses and that failure to comply may result in removal from the Market.

## **Section 4: Insurance & Responsibility Acknowledgement**

Vendor understands and agrees that:

- Market insurance coverage does not extend to vendor operations, products, or sales
- Vendor is responsible for their own insurance coverage, if any
- Vendor assumes full responsibility for any injury, illness, or damage caused by their products or booth setup

Vendor acknowledges participation is at their own risk.

By checking the box, I confirm that I have read and agree to all terms in Sections 1–4 of this document, including the Vendor Agreement, Waiver & Release of Liability, Indemnification, Compliance Acknowledgement, and Insurance & Responsibility Acknowledgement.