



Downtown Brenham Farmer & Artisan Market 2021 Vendor Application

Business Name: _____

Owner Name: _____

Address: _____
Street City State Zip Code County

Email: _____

Phone: _____ Is this phone number okay to text? Yes No

Website and/or Facebook Page: _____

Social Media Handles: Instagram: @ _____
Facebook: @ _____

Which type of vendor are you? (select all that apply)

Agricultural

Arts & Crafts

Cottage Food

Briefly describe your business/products. This text will be used on our Facebook page, website and other promotional materials so make sure it's well-written and defines who you are and what you do:

Name(s) of family members, employees or agents who may sell for you: _____

Number of 10'x10' booths requested: _____

(Each booth is \$10, due PRIOR to Market Day)

Does your booth require electricity? Yes No

Do you use a trailer for the sale of your products? Yes No

Trailer dimensions: _____

List your products to be sold. Be as detailed as possible as we will verify that only products listed below are offered in your booth! _____

Submission of this application does not grant permission to attend our market. The market manager will contact you if you have been accepted and what space is available at an upcoming market. Note that vendors bringing products that are similar to items already offered at the market may be placed on a waiting list and/or asked to not bring a specific item to sell.

By signing this application, I agree that I have read the rules and regulations of the Downtown Brenham Farmer & Artisan 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 by the Downtown Brenham Farmer & Artisan Market at a later date.

I acknowledge full responsibility for all my actions and activities in the Market, and for those assisting me. I acknowledge the authority of the Market Committee and/or the City of Brenham 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.

The signed Release and Indemnity Agreement must accompany this application.

Signature of Applicant Date

Please email or mail your completed application and signed Release and Indemnity Agreement to:
adill@visitbrenhamtexas.com or mail to/drop off at:
Brenham & Washington County Visitor Center
115 West Main Street
Brenham, TX 77833

Staff Use Only:
Date received: _____ Received by: _____
Application approved? Yes No Is this an update from a previous application? Yes No
Reason not approved (if applicable): _____



Release and Indemnity Agreement

WHEREAS, _____, a vendor, charitable organization or other type of legal entity (“User”) desires to participate in the Downtown Brenham First Friday Farmer & Artisan Market (sometimes hereinafter referred to as “Market”); and

WHEREAS, such User represents and certifies that it meets the criteria for participation in the First Friday Farmer & Artisan Market and agrees to obey the rules of the Market and understands the nature of participating in the First Friday Farmer & Artisan Market and User’s responsibilities as a Market Vendor or Participant in the Market, including but not limited to assuming all responsibility for safe operation and conduct of its business and associated activities within the Market;

NOW THEREFORE, in consideration of the City of Brenham and First Friday Farmer & Artisan Market authorizing said User, _____, to participate in the Downtown Brenham First Friday Farmer & Artisan Market and use of the Market facilities, the User agrees to indemnify, hold harmless and defend the City of Brenham, First Friday Farmer & Artisan Market, their officers, agents, volunteers and employees from and against all liability for any 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 reasonable attorney’s fees and other costs occasioned by or arising out of User’s participation in the Market and all other activities conducted in connection with or incidental to participation in the Market and arising out of or resulting from the intentional acts, omissions or negligence of User, its officers, agents, volunteers, employees, or other persons under the control or supervision of the User.

User further agrees that it shall, at all times, exercise reasonable care and undertake precautions on behalf of, and be solely responsible for the safety of its officers, agents, volunteers, employees, participants, visitors, and other persons, as well as its property, while participating in the Market or on the Market property and surrounding areas. It is expressly understood and agreed that the City of Brenham and First Friday Farmer & Artisan Market shall not be liable or responsible for the intentional acts, omissions or negligence of User, officers, agents, volunteers, employees, customers, visitors, and participants in the Market.

It is further agreed with respect to the release and indemnity provided for herein, that the City of Brenham, First Friday Farmer & Artisan Market and User will provide the others with prompt and timely notice of any event or incident covered in any way by this Agreement, directly or indirectly, contingently or otherwise affected, or which might affect the User, City of Brenham or First Friday Farmer & Artisan Market.

User further agrees that this Release and Indemnity Agreement shall be considered as an additional remedy for the City of Brenham and/or First Friday Farmer & Artisan Market, and shall not be considered as an exclusive remedy or as a limitation on the remedies available to the City of Brenham and/or First Friday Farmer & Artisan Market.

User Name: _____

Title: _____

Signature: _____

Date: _____