



2010 Artisan Contract

Please read this ABFM 2010 Artisan Contract carefully, sign it, and return it with your other application materials.

The applicant Artisan's signature on this Acton-Boxborough Farmers Market (ABFM) 2010 Artisan Contract verifies that the Artisan has carefully read, understands, and agrees to all provisions of the ABFM 2010 Artisan Rules of Operation. All market rules will be enforced, and failure to comply can and may result in termination of an Artisan's market participation, which may include immediate vacating of the market site. The Artisan acknowledges and agrees that the ABFM, its Leadership Board, and its agents, members, and volunteers, as well as the Town of Acton, shall have no liability for any incidental or consequential damages, loss of business, or otherwise for terminating this Contract.

All authorized Artisans participating in the ABFM 2010 season agree that they are independent operators and not partners or participants in a joint venture, and shall be individually liable for any loss, personal injury, deaths, and/or any other damages that may occur as a result of the Artisan's negligence or that of its employees, agents, and associates. All Artisans agree to indemnify and save the ABFM, its Leadership Board, and its volunteers, members, and agents, as well as the Town of Acton, harmless from any loss, costs, damages, and other expenses, including attorney's fees suffered or incurred by ABFM by reason of Artisan's negligence or intentional misconduct or that of its employees, agents, and associates.

Artisan agrees to save, hold harmless, and indemnify the ABFM, its Leadership Board, and its agents, members, and volunteers, as well as the Town of Acton, from and against any and all liabilities, claims, demands, expenses, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising out of or in any way connected with the Artisan's use of occupancy of the premises, or any of the Artisan's activities in the market, or those of Artisan's agents, contractors, employees, customers, and invitees while in or on the premises and/or the market.

Artisan agrees that no individual member, volunteer, or agent of the ABFM or its Leadership Board, nor the Town of Acton, shall have any personal liability with respect to any of the provisions of this Contract. Under no circumstances shall an Artisan have a claim or cause of action against any individual member, agent, or volunteer of ABFM or its Leadership Board, or the Town of Acton, with respect to any breach of this Contract by ABFM, or for any injury or damage sustained by Artisan, its employees, contractors, agents, customers, or invitees arising out of or in connection with Artisan occupying and/or operating retail business on the premises or in the market. This provision shall inure to the benefit of the ABFM, its successors and assigns, and their respective principals.

The Artisan's signature (below) acknowledges that s/he has read, understands, and agrees to abide by the terms of both the ABFM 2010 Rules of Operation and this ABFM 2010 Artisan Contract. The Artisan also acknowledges the strong recommendation of the ABFM that the Artisan carry liability insurance covering participation in the Acton-Boxborough Farmers Market.

Artisan Signature: _____ Date: _____