



**Long Island Growers Market Application for Non-Farmers**

Vendor / Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

**Please include the following with your completed application form:**

1. Proof of liability insurance with addition insured and produce liability as well For each market
2. Copies of any applicable licenses/permits/dept of agriculture
3. Complete list of products/produce you will be selling
4. A \$30 application fee
5. Joiners fee
  - a. 6-month market is \$720
  - b. \$500 for each additional market per season
6. Subcontractors Agreement Rider Form (see form below)

The above information must accompany the application. Any omittance may delay/prevent vendor participation in the market. Bylaws can be furnished upon formal request.

I will participate in the Long Island Growers Market, LLC. Weekly. By signing this application I acknowledge that I have read, understand and agreement with the rules and regulations.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please Return completed Application Alone With all Applicable Paper Work to Long Island Growers Market LLC, 35870 Main Road Orient Point NY 11957 for consideration to join The Long Island Growers Market

[longislandgrowersmarket.com](http://longislandgrowersmarket.com) - [631-466-8939](tel:631-466-8939) - Ethel Terry - Market manager



## Long Island Growers Market Subcontract Agreement Rider

### **(Contractor / Subcontractor)**

- 1) **Indemnity.** In consideration of the Contract Agreement, and to the fullest extent permitted by law, the Subcontractor shall defend and shall indemnify, and hold harmless, at Subcontractor's sole expense, the Contractor, the Owner of the property, and the officers, directors, agents, employees, successors and assigns of each of them from and against all liability or claimed liability for bodily injury or death to any person(s), and for any and all property damage, including all reasonable attorney fees, disbursements and related costs, arising out of or resulting from the Work covered by this Contract Agreement to the extent such Work was performed by or contracted through the Subcontractor or by anyone for whose acts the Subcontractor may be held liable, excluding only liability created by the sale and exclusive negligence of the Indemnified Parties. This indemnity agreement shall survive the completion of the Work specified in the Contract Agreement.
  
- 2) **Insurance.** The Subcontractor shall procure and shall maintain until final acceptance of the Work, such insurance as will protect the Contractor, all entities the Contractor is required indemnify and hold harmless, the Owner, and their officers, directors, agents and employees, for claims arising out of or resulting from Subcontractor's Work under this Contract Agreement, whether performed by the Subcontractor, or by anyone directly or indirectly employed by Subcontractor, or by anyone for whose acts Subcontractor may be liable. Such insurance shall be provided by an insurance carrier rated "A-" or better by A.M. Best and lawfully authorized to do business in the jurisdiction where the Work is being performed.
  - a. The Subcontractor's insurance shall include contractual liability coverage and additional insured coverage for the benefit of the Contractor, Owner and anyone else the Owner is required to name (as set forth in the schedule below), and shall specifically include coverage for completed operations. The insurance required to be carried by the Subcontractor and any Sub-Sub-Contractors shall be PRIMARY AND NONCONTRIBUTORY. With respect to each type of insurance specified hereunder, the Contractor's and Owner's insurances shall be excess to Subcontractor's insurance.
  - b. The Subcontractor warrants that the coverage provided under the commercial general liability policy shall be written on an "occurrence" basis with coverage as broad as the Insurance Service Office Inc.'s form and that no policy provisions shall restrict, reduce, limit or otherwise impair contractual liability coverage or the Contractor's, Owner's (or others as required and as listed below) status as additional insured.

- c. Not less than five (5) days prior to commencement of the Work and until final acceptance of the Work, Subcontractor shall provide Contractor with certificate(s) of insurance evidencing the required insurance coverage with the limits stated below or elsewhere in the Subcontract documents. The Subcontractor shall provide Contractor
- d. Thirty (30) days written notice of a change or cancellation in coverage. In addition, all insurance policies shall state that the insurer will provide Contractor thirty (30) days prior written notice of a change or cancellation in coverage.
- e. Unless otherwise stipulated in the Contract Agreement, the Subcontractor shall maintain no less than the limits specified for each of the following insurance coverages:
  - i. Commercial General Liability using an industry standard unmodified coverage form including contractual liability and products / completed operations, with minimum limits of \$1,000,000 each occurrence, \$2,000,000 aggregate with either per project or per location endorsement for property damage and bodily injury
  - ii. Comprehensive Automotive Liability insurance with minimum limits of \$1,000,000 combined single limit each accident, including bodily injury and property damage
  - iii. Worker's Compensation and disability benefit insurance including Occupational Disease in the minimum amounts as required by the jurisdiction where the work is performed
- f. The subcontractor and his insurer shall waive all rights of subrogation against the Contractor, Owner, and any other indemnified party, except as respects Worker's Compensation insurance.
- g. If subcontractor engages a Sub-Contractor, it is the affirmative duty of the Subcontractor to ensure that any Sub-Contractor complies with the insurance and indemnification requirements of this Contract Agreement

**List of Indemnified Parties and Additional Insureds:**

Acknowledged by:

Contractor: Long Island Growers Market  
 Signature: *fthel Jerry*  
 Name: Ethel Terry  
 Title: Market Manager  
 Date: \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_