



Vendor Application for Processed Foods 2021

Business Name: _____ County of Operation: _____
 Operator(s) Name(s): _____ Business Phone: _____
 Email: _____ Website: _____ Facebook: _____
 Cell Phone: _____

Physical Address of Operation:	Mailing Address:	Additional Phone Numbers	
_____	_____	(Name/Type)	(Number)
_____	_____	_____	_____
_____	_____	_____	_____

What forms of payment do you accept? ()Cash ()Checks ()Debit/Credit ()SNAP/EBT

When do you plan to sell? ()Jan ()Feb ()March ()April ()May ()June ()July ()Aug ()Sept ()Oct ()Nov ()Dec

Are you a: () Cottage Food Vendor () Commercially-Licensed Operation

Please list the products you intend to sell, according to category, below: If you have more products, please attach a complete list

Confections	Jams/Jellies	Baked Goods	Specialty Foods
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

* NOTE: Only **Non-Hazardous** foods that do not require refrigeration can be sold by Cottage vendors

ALL VENDORS MUST SUBMIT WITH THIS COMPLETED APPLICATION A LABEL FOR EACH PRODUCT SOLD. In addition, Cottage food vendors' labels **must** contain the statement and labeling information depicted in Senate Bill #255356

NEW VENDORS TO THE MISSISSIPPI FARMERS MARKET MUST ALSO SUBMIT: Examples of Packaging and Product Samples

Please attach copies of all food safety training certifications and applicable permits that you currently hold to this application. **COMMERCIALY-LICENSED OPERATORS MUST SUBMIT A COPY OF ALL PERMITS AND TRAINING DIPLOMAS OR CERTIFICATIONS. CONTACT MSDH AT 601-576-7689 to verify which food safety training certifications and/or applicable food permits are required for the products you intend to sell at the Mississippi Farmers Market**

By signing this Certification Agreement, Farmer/Vendor agrees to the following terms & conditions while Farmer/Vendor is engaged in selling its product(s) at the Mississippi Farmers Market:

The agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

Farmer/Vendor understands that the Mississippi Farmers Market and the Mississippi Department of Agriculture and Commerce are equal opportunity employers and therefore, maintain a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Farmers/Vendor agrees while engaged in selling product(s) at the Mississippi Farmers Market to strictly adhere to this policy in its employment practices and provision of services. Furthermore, Farmer/Vendor shall comply with all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

This agreement along with any attachments is subject to the "Mississippi Public Records Act of 1983," and its exceptions. (See Miss. Code Ann. §§ 25-61-1 *et seq.*, and Miss. Code Ann. § 79-23-1.) In addition, this agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. (See Miss. Code Ann. §§ 27-104-151 *et seq.*) Unless exempted from disclosure due to a court-issued protective order, a copy of this executed agreement may be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>.

Farmer/Vendor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

To the fullest extent allowed by law, Farmer/Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Mississippi Farmers Market, the Mississippi Department of Agriculture & Commerce its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Farmer/Vendor and/or its partners, agents, employees and/or subcontractors while engaged in selling Farmer/Vendor's product(s) at the Mississippi Farmers Market. Farmer/Vendor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Farmer/Vendor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

Farmer/Vendor will be responsible for the proper custody and care of any state-owned property furnished for Farmer/Vendor's use while engaged in selling its product(s) at the Mississippi Farmers Market. Farmer/Vendor will reimburse the State for any loss or damage, normal wear and tear excepted.

The Mississippi Department of Agriculture and Commerce and the Mississippi Farmers Market may use or publish information, materials and/or photographs of Farmers/Vendors and products on its website, social media platforms, in advertisements, and/or in promotional or other materials. This information may include information found on the Farmer/Vendor's website, information submitted by the Farmer/Vendor to the Mississippi Farmers Market and/or any other information found from other sources related to the Farmer/Vendors' business or products. The Farmer/Vendor authorizes and permits the use of the aforementioned information or materials or photographs of their, business or product(s) by the Mississippi Farmers Market. The Farmer/Vendor further releases the Mississippi Farmers Market and the State of Mississippi from liability for the use of such information, materials and/or photographs in connection with the Mississippi Farmers Market

By my signature on this document, I hereby acknowledge that I have read and agree with the terms and conditions of the Mississippi Farmers Market and all applicable rules, regulations and policies of the State of Mississippi & the Mississippi Department of Agriculture and Commerce.

Applicant's Signature

Date

Confirmed and Certified by:

Signature

Title

Date
