



## Farmer's Market Insurance Requirements

### **Insurance Requirements for Participation in the Greater Oconomowoc Area Chamber of Commerce Farmer's Market.** *(Adopted January 19, 2024)*

**Description Box Statement:** The Greater Oconomowoc Area Chamber of Commerce is additional insured as per written contract.

#### **Property Coverage**

- Vendor agrees to insure their (Business) Personal Property at replacement value.

#### **Personal or Commercial (based on participant status) General Liability (Occurrence Form)**

- \$1,000,000 Each Occurrence
- Must include:
  - Products/Completed Operations
  - Bodily Injury
  - Property Damage

#### **Workers Compensation and Employer's Liability (If Vendor is subject to Workers Compensation laws)**

Workers' Compensation

Employer's Liability

Bodily Injury by Accident \$100,000 each accident

Bodily Injury by Disease \$500,000 policy limit

Bodily Injury by Disease \$100,000 each employee

The above coverages must be placed with an insurance company with an A.M. Best rating of A-: VII or better. The Greater Oconomowoc Area Chamber of Commerce, Inc. and their respective subsidiaries, affiliates, officers, directors, and employees (the "Chamber Parties" as used herein) shall be named as Additional Insured on a primary and noncontributory basis with respect to Vendor's Commercial or Personal General Liability. Vendor's insurance company shall waive any rights of recovery against the Chamber Parties with respect to your General Liability and Workers Compensation. The Greater Oconomowoc Area Chamber of Commerce shall be provided with not less than 10 days written notice in advance of any cancellation, change or amendment restriction of coverage.



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***Please forward your certificate to:***

***Events Coordinator***

***Oconomowoc Area Chamber of Commerce***

***175 E. WISCONSIN AVE.***

***OCONOMOWOC, WI, 53066***

The following is also incorporated into the online application:

### ***Vendor Indemnity/Hold Harmless Agreement***

I, as owner, as well as my business, covenant and agree that I/we shall indemnify, defend, and hold harmless, the Greater Oconomowoc Area Chamber of Commerce, Inc., its officers, directors, affiliates, employees, contractors, successors, heirs, and assigns (collectively, the "Chamber Indemnified Parties") from any and all liability, claims, demand, causes of action, associated with:

- i. my and/or my business' participation in the Farmers' Market;
- ii. any product or service marketed and/or sold, transferred, conveyed, available for sampling, any liabilities, claims, demands, causes of action or the like;
- iii. the operation of the Vendor's business in any way or participation by Vendor in the Farmers' Market, including but not limited to, any claims of product liability, any claims of misrepresentation or fraud, claims for any damages, structural, or otherwise, to or within the venue;
- iv. any misrepresentations of statements made in this Agreement by me and/or my business and/or breaches of this Agreement by me or my business;
- v. my, my business', or my or my business employees' or agents' travel to and from the Market, including, but not limited to, claims of third parties arising out of Vendor's, Vendor's employees' or Vendor's agents' travel to and from the market whether in company owned vehicles, personal vehicles, or otherwise.

(collectively "the Chamber Indemnified Parties' Losses")

I, as owner, as well as my business, shall also be responsible for reimbursing the Chamber Indemnified parties for all related to the Chamber Indemnified Parties' Losses, including attorneys, accountants, and other professional fees, and/or costs or expenses associated with the same. The Chamber reserves the right to charge vendors for any damage incurred and Vendors shall be responsible for the costs of collection related to the same incurred by the Chamber Indemnified Parties (including attorneys' fees). Failure to report damages will result in immediate dismissal from the market with no refund of fees.

Except for the Chamber's intentional or reckless conduct, Vendor hereby waives all claims against the Chamber Indemnified Parties for damages to goods, wares, merchandise and/or any other property of Vendor, its agents or employees or others in, upon or about the Market from any cause arising at any time, including, but not limited to any damages to Vendor, Vendor's agents', or



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Vendor's employees property or persons arising from participation in, or travel to or from the Market, whether in company owned vehicles, personal vehicles, or otherwise.

The Chamber reserves the right to waive, modify, create exceptions, or require additional types of insurance coverages on a case-by-case basis in the sole and absolute discretion of staff of the Chamber, as a condition of a Vendor's participation in the Market.

### ***Acknowledgement of Written Contract Language and Controlling Language for Conflicts***

I acknowledge that the terms and conditions of this Vendor Agreement, Vendor Application, the Summer Farmer's Market Guideline and Policies, and all other terms and conditions referenced herein, collectively constitute a legally binding written contract and that in the event that me and/or my business are permitted to participate in the Market, the Chamber's permission to allow my or my business' participation in the Market is adequate consideration for such terms and conditions to be binding upon me and/or my business. Vendor consents to the use of electronic signatures and electronic means of agreeing to the terms hereof and agrees that by using the electronic signature and other electronic agreements to the terms hereof, such electronic signatures and other electronic means of agreement shall constitute a legally binding contract upon me and/or my business.

I further acknowledge that to the extent that any of the terms in this Vendor Agreement conflict with any other terms in the application, or the Summer Farmer's Market Guidelines and Policies, that the terms of the Vendor Agreement shall control any conflicts.