Farmers’ Market Vendor Application Packet

Please print out, complete, sign, and return the following documents:

- Vendor Information Form  - Page 3
- Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement – Page 1
- Farmers’ Market Rules and Regulations Form – Page 3

Submit documents to: City of El Mirage Farmers’ Market, 12145 Northwest Grand Avenue, El Mirage, AZ 85335.

Copies of all documents will be returned to the vendor upon approval. Incomplete packets will not be processed.
Vendor Information

Qualifying Vendors

**Direct Producers** who grow, prepare, or craft their own products. Products must comply with all applicable state and county health rules.

Non-Qualifying Vendors

Commercial, manufactured, wholesale, resale, used, or multi-level products are not permitted. All products are subject to review by the City of El Mirage (hereinafter “City”). No haggling with market customers is permitted.

Market Operations and Vendor Fees

1. All markets are held outdoors during dates and times determined by the City.
2. The standard vendor space is 10’x10’. Each space is assigned by the market manager, who will work to meet the needs of each vendor in keeping with the appearance and organization of the market. The market manager has final determination of each vendor location.
3. A standard vendor space rents for $25.00 per market day. Additional spaces will be charged in $25.00 increments, depending on the size of the additional space(s) needed. **Fees for space rental are due and payable at least forty-eight (48) hours prior to each market.** Payments may be made via cash or check payable to the City of El Mirage. Payments may be mailed to: City of El Mirage Farmers Market, 12145 NW Grand Avenue, El Mirage, AZ 85335, or hand delivered to El Mirage City Hall, 12145 NW Grand Avenue, El Mirage, AZ 85335.
4. Vendors shall provide their own set-up and displays including signage, tables, tents, umbrellas, chairs, products, etc. All spaces must have an overhead covering unless otherwise arranged with the market manager. Vendor overhead coverings along with vendor items for sale must be properly secured to protect against inclement weather. The market manager shall have the right to refuse displays he/she deems unsafe, offensive, unpleasant, or not in keeping with the character of the market.

Market Participation

1. Vendors may begin set-up two (2) hours before market opening. Vendor teardown must be completed within two (2) hours following market close.
2. Market management must be notified no later than forty-eight (48) hours prior to market opening of a vendor’s intent to be absent from a market event. Vendors who fail to notify market management accordingly may lose their eligibility to participate.

Health Regulations for Growers and Food Producers

1. The City of El Mirage does not regulate the health requirements associated with vendor products. Therefore, vendors are responsible for complying with all applicable Arizona and Maricopa County regulations.
2. Any vendor selling produce other than their own is subject to all relevant taxes and permit fees, as well as health and safety requirements.

For all Health Permits, contact:

Maricopa County, Environmental Health Services
1001 N Central, Phoenix AZ 85004
(602) 506-6970
http://www.maricopa.gov/envsvc/default.asp
Sales Tax Regulations and Permits
(1) Vendors are responsible for having relevant sale tax permits.
(2) Craft vendors must have proper sales tax permits from the State of Arizona.

For State Sales Tax Licenses, contact:
Arizona Department of Revenue
1600 W Monroe Street, Phoenix, AZ 85038
(602) 542-4565 for information
(602) 542-4260 for forms
http://www.azdor.gov/LinkClick.aspx?fileticket=BPeFlxQ09yY%3d&tabid=60

Insurance
Vendors are required to carry general liability insurance throughout their participation in the City’s Farmers’ Market.

Pets
Only leashed animals are allowed on Farmers’ Market property.

Admission and Parking
(1) Public parking and admission to the Farmers’ Market are free.
(2) Vendors may load and unload their vehicles in close proximity to their vendor space(s). Once loading or unloading is complete, vendors will be required to move their vehicles to the designated public parking areas.
Vendor Information Form
(Please print.)

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<th>Primary Contact Name:</th>
<th>Alt. Contact Name:</th>
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Complete Description of Products and Services:

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<th>Vendors are responsible for ensuring that electrical hook-ups and/or water hook-ups follow the health and safety regulations set forth by City Code, the State of Arizona, and the County of Maricopa.</th>
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<td>Other requirements:</td>
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For more information, e-mail pgregan@cityofelmirage.org or call (623) 876-2973.

As an owner/operator of the business noted above, I have read and understand the City of El Mirage Farmers’ Market Vendor Information.

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RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT

IN CONSIDERATION of permission to participate in the City of El Mirage Farmers’ Market, I (we) the UNDERSIGNED:

1. HEREBY releases, waives, discharges, and covenants not to sue the City of El Mirage, its officials, directors, agents, and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY, TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

2. HEREBY agrees to indemnify and save and hold harmless the Releasees and each of them FROM ANY LOSS, LIABILITY DAMAGE, OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY assumes risk of bodily injury, death, or property damage arising out of or related to the RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENTS(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

4. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State of Arizona and the County of Maricopa in which the Event(s) is/are conducted and that if any portion thereof is invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME (US) AND INTEND BY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Business Name: ________________________________________
Address:  _______________________________________________
City, State, Zip:  ________________________________________

Name: ____________________________     Signature: ____________________________     Date: ______
Name: ____________________________     Signature: ____________________________     Date ______
Name: ____________________________     Signature: ____________________________     Date ______
El Mirage Farmers’ Market Rules and Regulations

1. **Market Application.** All market vendors must provide the market manager with a completed application form and the necessary documents requested within the application. **All documents must be received at least seven (7) days prior to a vendor’s initial date of market participation.**

   - **Vendor Qualification.** Any producers of food products on agricultural lands, farms, and gardens are qualified vendors. "Producer" includes owners, proprietors or tenants of agricultural lands, orchards, farms and gardens whereon food products are grown, raised or prepared for market.
   - "Agricultural products" include every product of the soil in its natural or manufactured state, and swine, fowls, eggs, and milk and the products thereof. Vendors selling the above products will be subject to an approval process by the market manager to maintain the quality and appeal of the Farmers’ Market.
   - No alcoholic beverages are to be sold by any vendor at the Farmers’ Market.

2. **Market Times and Hours.** The El Mirage Farmers’ Market will be held at Gentry Park at the southeast corner of El Mirage and Thunderbird Roads. The market will have announced days and hours, which may change. Vendors may begin space set-up two (2) hours before the market opens and must be set up by market opening. All displays must be removed and sales areas cleaned within two (2) hours of the market closing. Failure to comply with these opening and closing requirements may result in loss of preferred space assignment status or expulsion from the market.

3. **Set up, Break Down, and Parking.** Vendors are required to unload, park and set up. Setting up displays while unloading slows down traffic in the unloading area and causes unnecessary congestion. Vendors are required to unload and park in designated areas only. Vendors are not allowed to break down their displays or move vehicles into position before market closing without the consent of the market manager.

4. **Payment.** Vendor fees shall be collected by the market manager prior to each market.

5. **Space Assignment.** There is no guarantee that the same space will be provided to each vendor at every market event. The assignment of spaces is determined by the market manager. Vendors may be given preferred assignment of a particular space once long-term attendance is established. Preferred assignment may be given to any vendor demonstrating consistent attendance during a market season.

6. **Attendance.** If a vendor does not intend to display at a scheduled Farmers’ Market, notification must be given to the market manager at least 48 hours prior to the market event. Failure to do so may result in loss of preferred space assignment status.
7. **Samples.** All product samples must be provided in compliance with the regulations of the Maricopa County Environmental Health Services Department regarding such matters. All vendors giving samples must also provide a waste container in a prominent place for public use. On-site trash receptacles are for customer use only.

8. **Insurance.** Vendors are responsible for maintaining current personal liability and/or product liability insurance.

9. **Maintenance.** Vendors are required to create a neat, professional looking display to feature their products. All tables must be covered with tablecloths and all boxes and crates must be neatly stacked or hidden from view. All vendor equipment and displays are to be freestanding. Nothing is to be anchored or affixed to the assigned space and adjacent structures. Vendors’ sales areas must be kept clean and uncluttered. Vendors must provide waste containers for all refuse and legally dispose of all waste at the end of each market event. Failure to maintain the sales area, remove all refuse, or leave the sales area in an orderly, clean condition will result in an initial written warning. Further violations will result in vendor expulsion from the Farmers’ Market.

10. **Weights and Measures.** All scales used by vendors must be certified for compliance for legal weights and measures. Certification is the responsibility of the vendor.

11. **Pets.** Vendors are not allowed to bring pets into the Farmer’s Market. Vendors requiring assistance from service animals are exempt from this restriction. The sale or giving away of animals in the market area is also prohibited.

12. **Conduct.** Vendors shall conduct themselves in a manner that is courteous to other vendors, market personnel and the public. Behavior which is criminal, threatening, abusive or harassing shall cause the vendor to be expelled immediately from the market.

13. **Noise and Odors.** Vendors shall not be allowed radios or the playing of loud music to attract attention. No hawking by vendors is allowed. Vendor must make every attempt to keep any foul odors from offending fellow vendors and the public.

14. **Booth Set-up and Display.** No boxes or signs may extend into the common customer traffic areas.
I (WE) HAVE COMPLETELY READ, UNDERSTAND, AND WILL ABIDE BY THE EL MIRAGE FARMERS’ MARKET RULES AND REGULATIONS.

Business Name: ________________________________________________________________

Address: __________________________________________________________________________

City, State, Zip ________________________________________________________________

Name: ____________________________     Signature: ____________________________     Date: __________

Name: ____________________________     Signature: ____________________________     Date: __________

Name: ____________________________     Signature: ____________________________     Date: __________