



**City of Lewisville  
Living Green Outdoor Farmers Market  
8am - Noon  
Animal Rescue Group Vendor Application**

Group Name: \_\_\_\_\_ Contact Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Description of booth (activities, handouts, etc) \_\_\_\_\_

Please check the dates that you plan to attend the market:

\_\_\_ May 14    \_\_\_ June 11    \_\_\_ July 9    \_\_\_ August 13    \_\_\_ September 10

**There is no vendor booth fee for not for profit animal rescue organizations. Each group must provide all items needed for the booth space. Booth space will be a 10x10 area. Tents, tables, or chairs will not be provided.**

**Tailwaggers Ranch Rules**

- Animals must be licensed and vaccinated with current tags on collar.
- Female dogs in heat and dogs with fresh wounds are not allowed.
- Spike or Pinch Collars are not allowed.
- Owners are legally responsible for their dogs and any injuries caused by them.
- Owners must immediately clean up and properly dispose of any waste left by their dogs.
- Dogs must be kept on a leash no longer than six (6) feet or crated at all times.
- Water must be provided on a leash at all times.
- Any unruly or aggressive dogs will be asked to leave.

**Mail completed applications to:**

Living Green Outdoor Farmers Market  
attn: Melinda Stephens  
159 W. Main Street, Suite 200  
Lewisville, TX 75057

**Questions – contact:**

Melinda Stephens  
[mstephens@cityoflewisville.com](mailto:mstephens@cityoflewisville.com)  
phone: 972.219.3712  
fax: 972.219.3719

## 2011 Living Green Outdoor Farmers Market Rules & Regulations

The market will be once a month on the second Saturday and will run until Saturday, September 10, 2011. The market will be located in Wayne Ferguson Plaza and will run from 8 am until 12 pm.

- A minimum of (5) rescues must be signed up for each market day. Vendor space will be in a fenced off grass area. Load-in will start at 7:00 am on the morning of the market. A market map will be e-mailed out the Friday prior to the market day.
- Every Living Green Outdoor Farmers Market vendor must have the necessary permits and licenses from the Health Division (if applicable), must sign and comply with the Rules and Regulations of the Living Green Outdoor Farmers Market, and must agree to follow the instructions of the Living Green Outdoor Farmers Market staff. These signed forms must be returned to the Living Green Outdoor Farmers Market representative at least 10 business days prior to the first sale date and must be on file before set-up or any participation. **THERE ARE NO EXCEPTIONS TO THIS RULE.**
- Vendors must provide their own tents, tables, chairs, signs, and storage. All tables must be covered. The City of Lewisville provides access to portable water and restrooms.
- Vendors may arrive no earlier than 7 am to set up and must be ready to greet their customers for the opening of the market at 8 am. Violations of this rule are grounds for dismissal from the Living Green Outdoor Farmers Market.
- Once the market has begun, no moving vehicles are allowed within the Farmers Market area as a safety precaution.
- Rescue groups are not allowed to see items, but can ask for donations. Groups must clean up their areas, including any animal waste. There is a \$50 fee per 10 foot X 10 foot space when the Market Representative has to clean up the space at the close of the Market. That fee is payable, in cash, before the Participant can sell at the Market again.
- No firearms, alcoholic beverages or drugs will be allowed at the Living Green Outdoor Farmers Market.
- Violations of the rules and complaints that arise shall be resolved by the Living Green Outdoor Farmers Market representative and, if necessary, the Living Green Outdoor Farmers Market board.
- Vendors agree to abide by the final decision of the Living Green Outdoor Farmers Market representative/board.
- Violation of any provision of the Living Green Outdoor Farmers Market rules shall be a material breach and default by the vendor. The vendor will be asked to vacate the premises immediately without refund of paid fees. Failure to vacate may subject the seller to civil and/or criminal remedies.
- The Living Green Outdoor Farmers Market board shall reserve the right to cancel any seller's participation at any time if and when the seller shall be found to be in violation of any market rule or eligibility requirements.
- The Farmers Market board shall reserve the right to revise the Farmers Market rules and operations at any time it deems appropriate and shall post notice of such revisions for sellers.
- All vendors shall conduct themselves in a professional manner while at the Market.
- Shoes and shirts are required at all times.
- Vendors may not smoke in any vendor area.
- No radios.
- No commercial truckers allowed.
- Chaining/tying/binding rental tents together is prohibited.
- I attest that the information provided is true and accurate. I agree to comply with the City of Lewisville rules and regulations and understand that failure to do so may result in revocation or suspension of the permit/application.
- The application is effective for the Living Green Outdoor Farmers Market dates of May 14, June 11, July 9, August 13, and September 10 unless sooner revoked for a cause.

### **Agreement of Liability Waiver**

I hereby release, waive, discharge, covenant not to sue and agree to hold harmless for any and all purposes The City of Lewisville, Texas, its officers, employees, successors, assigns, sponsors and volunteers (collectively "the City") from any and all liabilities, claims, demands, personal injury including death, or property damage that may be sustained by me while participating in the Living Green Outdoor Farmers Market event, including injuries or damages sustained as a result of the negligence of the City.

### **Venue**

The Parties agree that if legal action is brought under this contract, exclusive venue shall lie in the Courts of Denton County, Texas, and its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

### **Contract Agreement**

I have read the General Information regarding the 2011 Living Green Outdoor Farmers Market. It is understood and agreed by applicant that this entire document constitutes a contract between Vendor and Living Green Outdoor Farmers Market only when Living Green Outdoor Farmers Market Management confirms this contract. Confirmations may be mailed, faxed or emailed. Verbal agreements or promises made verbally and not specifically stated and confirmed in writing, as part of this Contract, will not be binding.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date