



2011 Living Green Outdoor Farmers Market Rules & Regulations

The opening date for the Market will be Saturday, May 14, 2011. 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, with check-in time: 7:00 am each Saturday.

1. A standard vendor space is 10 foot X 10 foot \$25 per 10 foot X 10 foot space per market day. Vendor fees must be paid 10 days in advance of the anticipated market day participation.
2. Booth spaces shall be assigned on a first come, first served basis according to approval of application and fee payment. Load-in will start at 7:00 am on the morning of the market. Booth space assignments will be e-mailed out the Friday prior to the market day. Designation and allocation of selling spaces are the responsibility and at the discretion of the market representative.
3. 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.**
4. Vendors must provide their own tents, tables, chairs, signs, refrigeration and storage. All tables must be covered. The City of Lewisville provides access to portable water and restrooms, along with a hard surface for the Market.
5. Sellers wanting to reserve regular space for all of the Living Green Outdoor Farmers Market season shall so indicate on the Application form.
6. Sellers sell only items that the Living Green Outdoor Farmers Market Board has approved for sale. The board has the discretion to add or delete items from the list and has the duty to provide notice to sellers.
7. All sellers must abide by the health code restrictions of the City, and State of Texas. Providing “cut” or otherwise “open” samples for tasting, smell or texture is not permitted. Guidelines for Sampling can be provided for vendors who want to have product samples available.
8. Non potentially hazardous, prepackaged or whole produce or products are permitted for sale.
9. Vendor supply all materials and containers for customer sales.
10. Hours of operations on each market day are from 8 am until 12 pm. 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.
11. Once the market has begun, no moving vehicles are allowed within the Farmers Market area as a safety precaution.
12. 110v (2 prong) electricity will be available on a limited first-come first-served basis by vendors required by the Health Division to have electricity for refrigeration equipment, oven, etc. 110v (2 prong).
13. Vendor determine the pricing and display of their products. Vendors must clean up their areas at the end of each market. Vendors should not use public trash receptacles for disposal of produce boxes or unsold produce. 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.
14. Each Vendor is responsible for obtaining a Sales Tax Number if required by the State of Texas and collecting and paying any sales tax that may be assessed on their products. The Vendor shall be responsible for filing any and all returns required by the State of Texas with respect to sales tax collection. The Living Green Outdoor Farmers Market does not involve itself in collection, audit or other related sales tax activities.
15. No firearms, alcoholic beverages or drugs will be allowed at the Living Green Outdoor Farmers Market.
16. 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.
17. Sellers agree to abide by the final decision of the Living Green Outdoor Farmers Market representative/board.
18. 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.
19. 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.

20. 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.
21. All vendors, without exception, must sign the Indemnity and Release document before they can sell at the market.
22. All vendors shall conduct themselves in a professional manner while at the Market.
23. No pets with the exception of service animals allowed in the vendor booth space.
24. Shoes and shirts are required at all times.
25. Vendors may not smoke in any vendor area.
26. No radios.
27. No commercial truckers allowed.
28. Chaining/tying/binding rental tents together is prohibited.
29. 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.
30. 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. Payment for vendor space will be made after approved by the Vendor Approval Committee. By paying the vendor fee, I have agreed to the conditions and terms of this contract. **I understand once approved payment must be received 10 business days prior to the next available market day.** 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. Acceptance of money by Living Green Outdoor Farmers Market is not binding if fee is returned before acceptance and confirmation of this contract. 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

Mail completed applications along with product photos 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
 phone: 972.219.3712
 fax: 972.219.3719