



CO-OP FARMERS MARKET

Farmers Market Vendor Agreement

Business/Organization _____

Owners/Contact Person _____

Address _____ Email _____

Primary Phone Number _____ Secondary _____

Items or Services _____

While weekly attendance at the market is not mandatory, **at least six market days**, consecutive or not, will need to be reserved ahead of time and paid in full. Check off all the dates you plan on attending. Each booth space is 10x10.

Season 1 Membership fee for March – June is \$125.00

Season 2 Membership fee for July – October is \$125.00

-or-

Annual Membership fee for 2018 is \$200.00

Daily rate is \$10 per market, minimum 6 days commitment

2018 Market Guidelines and Rules

- Vendor space is limited to an area of 10 X 10.
- Vendors are not authorized to solicit for outside businesses or another non-contracted business unless it is a non-profit organization from their space.
- Membership fee is limited to one business per contract and space reserved. Vendors must be at their booth at all times during the operating hours. Additional persons who sell items in the same space will be required to pay additional membership fees, provide a signed contract and must be present at the day of the market where their items are marketed at such space. Any items not mentioned on the contract agreement must be pre-approved by the market coordinator before allowed in vendor's offerings.
- **All agricultural products must be grown in Texas, *there is no exception to this rule.***
- **Farmers must sell produce that they themselves have grown, or must have signage informing customers of where their products came from. Farms are subject to inspection at the market coordinator's discretion.**
- Any vendor that is found to offer products or services that contradict their application and are found to be non-compliant to the market guidelines will be banned from any future participation of the market indefinitely.
- Vendors agree to work in a harmonious manner with other vendors, customers, market coordinator and staff.
- Smoking is not permitted on the site of the Farmers Market. This guideline will be strictly enforced.
- Alcohol or illicit drug consumption, swearing, racist comments, will not be allowed nor tolerated at this market.
- The Farmers Market is not responsible for any permitting/licensing/insuring/State or Federal income tax/business operations of any vendor's products or offerings that are brought to the market for sale out of the vendor's booth.
- All products sold at the market shall be of merchantable quality.
- All vendors selling by weight must use an approved commercial scale certified legal for trade by Texas Department of Agriculture ("TDA").
- Ready to eat food and drink designed for consumption at the market must be produced in a certified facility and processed, labeled, stored and transported in compliance with all applicable local, state, and federal laws.
- The Farmers Market will provide a blanket City of Hutto vendor permit to allow vendors to sell at this location without having to obtain a city permit to do so.
- Obvious product placement outside of the assigned space requires payment of additional 10 x10 space fees in increments of current space fee prices at the discretion of the market coordinator.
- Vendors are responsible for advertising their own business at their own discretion.
- Any advertising a vendor does on the market's behalf, or incorporates any market logo must be pre-approved by Hutto Farmers Market.

- Any outside communications with the media or public done on the market's behalf must be pre-approved by Hutto Farmers Market before submission.
- Any volunteer activity, special event, fundraising, sponsorship, communications, press release, raffle prize collections that are intended to be carried out on behalf of the Hutto Farmers Market must be pre-authorized by Hutto Farmers Market.
- Any and all grievances, concerns, organizing of the Hutto Farmers Market operations must be filtered through the market coordinator. Grievance procedures are on file with the Market Coordinator. If you have a grievance or complaint about another vendor, please fill out a grievance report and it will be submitted to the Market Coordinator.
- There will be no refunds or credits on any space, membership & jury fees.
- Vendors may participate at the market outside of previously scheduled days with notice no later than 5pm the day before the market takes place.
- Vendors are responsible for maintaining and cleaning up their own booth space. The market coordinator will charge \$25.00 to the vendor for each day the vendor's space is left with debris. This fee must be paid to the market before the vendor will be allowed to participate in any future market days.

These rules and guidelines are subject to change at any time. You will be given at least a 10 day notice if any changes occur.

2018 Market Guidelines and Rules

HOLD HARMLESS AGREEMENT HUTTO FARMERS MARKET:

Hutto Farmers Market does not assume any liability for damages to goods or property of the lessee from fire, theft, water or storm or any liability for accidents of persons or property caused under or by virtue of the operations of lessee under this contract. I have read and understand the accompanying agreement conditions/market rules posted on line and in paper form and agree to hold Hutto Farmers Market harmless for loss of articles. I understand that any and all commercial liability insurance provided by the Hutto Farmers Market does not cover vendors as individuals and that if a vendor would like to be insured, or is required to be insured to sell at the market, the vendor is responsible for providing their own insurance. I also understand that it is up to individual vendors to market their own products and services. I understand that any rules and / or guidelines of this agreement may change at which time I will be notified. ***By signing below I understand and will adhere to these guidelines/rules of the Hutto Farmers Market.***

Signature _____ Date _____

Print Name _____

RELEASE AND HOLD HARMLESS AGREEMENT CITY OF HUTTO:

In consideration for the use of property owned by the City of Hutto (the "City") for the purposes of conducting commercial activities as a vendor in conjunction with the Hutto Farmers Market, I, _____ (Printed Name) agree to indemnify the City, its agents and employees from and against any and all claims, losses, damages, causes of action, expenses of litigation, court costs, and attorney's fees, arising from my activities conducted as a vendor in conjunction with the Farmers Market and I agree to hold the City harmless from all claims for any such damages.

I further acknowledge that I understand that any and all commercial liability insurance provided by the Farmers Market does not cover vendors as individuals and that if a vendor would like to be insured, or is required to be insured to sell at the market, the vendor is responsible for providing their own insurance. I also understand that it is up to individual vendors to market their own products and services.

Signature _____ Date _____

Print Name _____

Market Calendar 2017

March – October

Season 1 – Please circle dates you will attend:

March	7th	14th	21st	28th	
April	4th	11th	18th	25th	
May	2nd	9th	16th	23rd	30th
June	6th	13th	20th	27th	

Season 2 – Please circle dates you will attend:

July	4th	11th	18th	25th	
August	1st	8th	15th	22nd	29th
September	5th	12th	19th	26th	
October	3rd	10th	17th	24th	31st

*July 4th & Oct. 31st may be altered or canceled due to Independence Day and Halloween

I, _____ commit to attend the above circled dates unless otherwise communicated to the Market Coordinator by e-mailing or calling 1-week prior to the next market date.