

Following are the general rules and regulations for the Tri-County Farmer's Markets. These rules are intended to be guidelines for all of the Tri-County Farmer's Markets. Any additional rules pertaining to individual markets will be recognized in a separate form.

TRI COUNTY FARMER'S MARKETS RULES AND REGS. 2009 SEASON

- ✚ By signing the application, you will be held responsible for your actions during market season as stated in the rules and regulations set forth in this document. Signing the application confirms that the following rules and regulations have been read and understood.
- ✚ **Vendors arriving to market site less than 30 minutes prior to the start of the market will forfeit their assigned spot for that day and take whatever spot is available without disruption to the vendors already set up.**
- ✚ Vendor applications will be accepted in the following order: full time returning growers doing 2 or more markets; full time returning growers doing one market; new full time growers doing 2 or more markets; part time returning growers doing 2 or more markets; part time returning growers doing one market; new part time growers; drop in growers; full time returning specialty food vendors doing 2 or more markets; full time returning specialty food vendors doing one market; new full time specialty food vendors doing 2 or more markets; new full time specialty food vendors doing one market; part time returning specialty food vendors; part time new specialty food growers; returning full time non food vendors.
- ✚ All vendors will be cleared out of the market area within one hour after the market closes. Failure to do so may result in the vendor being ejected from the market for the remainder of the season and all monies paid forfeited.
- ✚ Vendor agrees to pay all vendor fees at the end of each market day.
- ✚ All vendors agree to occupy the space set forth for them by the market manager and understand that spaces will be moved throughout the season as needed.
- ✚ Any vendor who represents the market(s) in a negative, unfavorable or hostile manner, either in words or actions, will be ejected from the market and forfeit all monies paid.
- ✚ Any vendor that engages in either a verbal or physical altercation with market management, patrons of the market or other market vendors will be immediately ejected from the market and banned from returning.
- ✚ **ALL BOOTHS ARE SUBJECT TO APPROVAL BY THE ON SITE MARKET MANAGER OR LANDLORD OF THE MARKET. Any vendor who does not present their booth in a way that is favorable to the market will be issued a written warning. Failure to rectify the appearance of the booth at the next market will result in ejection from the market and all monies paid forfeited.**
- ✚ All vendors serving food on site, selling prepared food on site must abide by local health departments. I suggest using Jefferson County Health Department at 303-271-5755, even though we fall under Tri County Health Department. For DENVER markets, call the Denver Health Dept at 720-865-5401 to check requirements for your products.
- ✚ All market participants are responsible for the payment of their own taxes, whether it is to the city, county or state.
- ✚ Any market participants selling food products, sampling food products, or cooking on site **MUST** have the proper Department of Public Health permits and licensing with them at all times and be willing to show the proper licensing at any given time. You are also required to abide by the standards set by the Colorado Dept of Health.
- ✚ All market participants are responsible for supplying their own liability insurance when applicable and sending a copy of that liability insurance with their application.
- ✚ Spaces are 10 x 10. Larger needs must be supplied to the market manager prior to the start of the markets, or you will be required to use a space no larger than 10x10.
- ✚ **All market participants must have tents with weights.**
- ✚ All market participants are responsible for cleaning up in and around their space during and after each market. All trash is to be hauled out by participants. If a vendor does not clean up in and around their booth area to the satisfaction of the market manager and landlord and the deposit money is redeemed, the vendor will then have to supply an additional deposit prior to returning to any Tri County Farmer's Markets.
- ✚ The market manager reserves the right to reject any item that is not of marketable quality or that is deemed inappropriate for the market. Final decisions will be the responsibility of the market manager for the duration of the season.
- ✚ Vendors are responsible for their own complete set up and breakdown.
- ✚ Generators are to be pre-approved by the market manager prior to the start of the market season.
- ✚ **ONLY THOSE PRODUCTS LISTED ON THE ORIGINAL APPLICATION WILL BE ALLOWED FOR SALE. THE MARKET MANAGER MUST APPROVE ANY ADDITIONAL ITEMS IN ADVANCE.**
- ✚ Growers claiming to be certified organic must have a current copy of their certificate available at their stand.
- ✚ **NO PETS, PLEASE.**
- ✚ Market participants will not be allowed to set up and sell at the market without a signed application on file.
- ✚ Refunds of market fees will be given at the discretion of the market manager, on a case-by-case basis.
- ✚ Market participants will not be allowed to stake tents into the ground at any time. **All tents are required to have weights.**
- ✚ **If a market participant "no-shows" without calling at any Tri County Farmer's Markets that they have committed to, the market manager will, at her discretion, immediately bring in a similar vendor if there is one on the wait list, issue a \$100.00 fine to be paid prior to set up at any other Tri County Market, or immediately eject the participating vendor from one or all of the Tri County Markets without refund of any monies paid, or take all three measures simultaneously.**
- ✚ If a market participant misses three markets within the market season at any Tri County Farmer's Markets that they have committed to, the market manager will, at their discretion, immediately bring in a similar vendor if one is on the waiting list or immediately eject the participating vendor from one or all of the Tri County Markets without refund of any monies paid.
- ✚ Any participating vendor who "drops out" of a running market will forfeit any monies paid for the season.
- ✚ Vendor agrees to, and shall save harmless and indemnify Tri-County Farmer's Markets, Laughing Dog Farms, its landlord, its successors and its assigns, against any and all damages resulting from any act, omission or condition created by or arising from the conduct of Vendor, Vendor's guests, members of Vendor's family, or Vendor's employees, agents, or contractors, or as a consequence of any product sold or representation made by Vendor or its agents at the market site, whether based upon negligence, product liability, or any other legal theory, or for any and all debts, liabilities, chooses in action or

claims of any nature against the market or its landlord, absolute or contingent, together with all expenses and legal fees which may be incurred to compromise or defend such debts, liabilities, chooses in action, or claims.

- + Vendor shall at his or her sole cost and expense, promptly comply with all laws, ordinances and regulations of Federal, State, County, Municipal or other lawful authority pertaining to the use and occupancy of the market space, and shall conduct himself or herself at all times in an acceptable manner.
- + The market, its landlord, directors and agents shall not be responsible for or liable to Vendor for any loss or damage that may result to Vendor or his or her property from water, fire, explosion, theft, or from any source or any cause whatsoever.
- + Colo. Rev. Stat. 18-13-114 requires that all Vendors operating more than five (5) weekends per year must purchase a Colorado sales tax license. Vendor indemnifies and holds the Tri County Farmer's Markets, Laughing Dog Farms, its manager, and its landlords harmless with respect to the collection and remittance of sales tax due and owing out of Vendor's business.
- + The market manager and the market landlord shall have the right to enter the spaces at all times for the purpose of inspecting the spaces and all questionable property contained thereon; at all reasonable times for making repairs, additions or alterations to the spaces; and at any time that the vendor has abandoned the space.
- + Any items causing conflict with Tri County Farmer's Markets, Laughing Dog Farms or its landlords may be denied by the market manager.
- + Due to laws restricting the sale of cigarettes to minors, the sale of cigarettes or tobacco products will not be allowed.
- + The sale, display, or distribution of merchandise that infringes upon copyrighted designs or materials or bears counterfeit trademarks are strictly prohibited.
- + All walkways and driveways are fire and ambulance lanes and must remain clear of merchandise. Vendors are required to stay within their allotted spaces.
- + If repairs are required on the spaces leased hereunder, the landlord shall be responsible for making such repairs, unless the repairs are necessitated by the negligence of willful acts of Vendor. In no event shall vendor make repairs without the prior written consent of the landlord. Vendor shall pay all charges (other than for normal wear and tear) for the repair of damage to the spaces or public areas of the booth site caused by the negligence or willful acts of vendor, members of vendor's family, vendor's employees, or guests of vendor. Vendors will be ejected from the market immediately for permitting damage or destruction to occur to the spaces or the improvements within by vendors, members of vendors family, vendors employees or vendors guests, and appropriate legal action will be initiated.
- + Positively no alcoholic beverages may be brought in by patrons or vendors to be consumed, sold or given away on market site unless prior approval from the market manager has been obtained. The market manager and the landlord reserves the right to restrict the sale, display, or distribution of any printed material, photographs, books, magazines, pictures or other representations.
- + Vendor shall not sell or display drug-related paraphernalia, guns, ammunition or explosives. No person except security personnel and peace officers in the performance of their duties will wear firearms on the show site.
- + No games of chance, skill, raffles, lotteries, auctions, or psychic readings may be conducted by vendor on the market site without prior written consent from the market manager.
- + No bicycles, motorbikes, motorcycles, skateboards, roller skates or roller blades may be ridden in the selling area of the show.
- + Vendor may not use their spaces as to interfere with or jeopardize the health or safety of other vendors or patrons.
- + Vendor agrees not to store any gasoline, petroleum, explosives or any other dangerous items or noxious products in the spaces.
- + In the event it becomes necessary for the market manager or landlord to institute legal proceedings to cause the performance of any of the covenants herein contained, or to recover damages for breach of this Agreement of any part thereof, the manager and landlord shall recover, in addition to the relief demanded, all court costs and attorney's fees.
- + **If a TCFM vendor chooses to also participate in any other market located within the Town of Parker not operated by TCFM that is in direct competition with the market managed by TCFM, they will be exempt from participating in any TCFM operated markets. This rule will be strictly enforced.**



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