

# Bisbee Saturday Market

## Vendor Application

P.O. Box 415 Bisbee AZ, 85603 –bisbeesaturdaymarket@yahoo.com

Business Name:		
Vendor Contact Name(s):		
Address:		
City:	State:	Zip:
Check preferred Method of Contact:	<input type="checkbox"/> -Email <input type="checkbox"/> -Phone	
Email:		
Cell/Phone:	Website:	Social Media:
Other Markets Where You Sell:		
Do you require electricity?	<input type="checkbox"/> -Yes <input type="checkbox"/> -No	
Vendor Type:	<input type="checkbox"/> -Food Truck <input type="checkbox"/> - Stand Alone Vendor – (provides own canopy and tables)	
Space Requirements: <i>(Stand Alone Vendors)</i>	<input type="checkbox"/> -1 10x10 <input type="checkbox"/> -2 10x10	
<b>Pricing: \$22 per space</b>		

### Producer Product Details: (Check all applicable)

Fruits & Vegetables     Poultry     Jellies / Jams

Eggs	<input type="checkbox"/>	Lamb	<input type="checkbox"/>	Baked Goods	<input type="checkbox"/>
Honey	<input type="checkbox"/>	Goat	<input type="checkbox"/>	Coffee	<input type="checkbox"/>
Nuts	<input type="checkbox"/>	Pork	<input type="checkbox"/>	Tea	<input type="checkbox"/>
Dairy/Cheese	<input type="checkbox"/>	Fish / Seafood	<input type="checkbox"/>	Soaps / Lotions	<input type="checkbox"/>

Essential Oils     Salsa     Crafts     Beef     Plants     Processed Meats   

Other \_\_\_\_\_



## **Bisbee Saturday Market - Rules and Regulations**

Bisbee Saturday Market is a regionally based market for local and regional agricultural producers, food processors and their agents, as well as artists, artisans, wellness providers, crafters, and entrepreneurs. Our primary goal is to help promote the production and sale of locally and regionally grown agricultural products from the backyard gardener to the full time farmer. Applications must be approved by management before vendors are admitted to the market. Bisbee Saturday Market reserves the right to use its discretion in interpreting eligibility criteria and approving any vendor or vendor products.

### **1. Market Application:**

All participants must provide the Bisbee Saturday Market manager with a completed application.

### **2. Qualified Vendors Include:**

Producers of food products on agricultural lands, farms, and backyard gardens, artisans, wellness professionals, food vendors, artists, crafters and other entrepreneurs.

A. **"Producers"** include owners, proprietors, or tenants of agricultural lands, orchards, farms, and gardens whereon food products are grown, raised or prepared for market.

B. **"Agricultural products"** include every product of the soil in its natural or manufactured state (including eggs, milk, processed meats).

C. **"Food vendors"** must be the manufacturer or producer of the goods to be sold.

D. **"Partial Brokers"** - must produce 85% of their produce and label the brokered produce separately.

E. **"Craft, artisan, and jewelry"** vendor applicants will be reviewed. Items for sale must be handmade with local flair and crafted by the artist representing and selling these wares.

F. **Wellness professionals-** must provide goods, services or information on health and well being in their area of expertise

G. **Entrepreneurs-**a person with goods or services not covered in A-F

### **3. Vendor Exclusivity:**

There are **NO** exclusive rights given to any vendors to sell any one product. We believe that the market customers generally benefit from having a choice. We curate and limit the number of vendors offering the same or similar product line. The market may deny entry if the product line is deemed excessive for the market. If space is unavailable, qualified vendors may be put on a waiting list.

### **4. Market Times and hours:**

BSM is open for business every Saturday-year-round 9am to 1pm weather permitting, and not Christmas or New Years Day if they fall on a Saturday.

### **5. Vendor setup:**

Setup is from 7:30 am-8:45am. Vendors are required to unload, park in the vendor designated area. Vendors are not allowed to break down displays or move vehicles into position during market hours unless approved beforehand. Curb side parking spaces are not guaranteed, and when possible vendors should leave closer spots for customers.

### **6. Payment:**

Vendor fees shall be collected by the market manager at some point during market hours. All vendor fees

must be paid in full by noon each Saturday.

**7. Space assignment:**

BSM will do everything in its power to provide consistency in space assignment.

**8. Attendance:** If any approved vendor cannot attend the farmers market, a verbal, text, or email notification must be given to the market manager 24 hours prior to the market opening. Continued failure to communicate may result in loss of space assignment. Repeated failure of attendance may result in the forfeiture of vendor privileges.

**9. Legal requirements:**

Vendors agree to comply with all local, state, and federal laws. This includes any licensing requirements and permits required by Cochise County Health Department (803-3900) or other local administrative authority.

**10. Taxes:**

Vendors are responsible for all applicable taxes on qualified goods and/or services.

**11. Insurance:**

Vendors are responsible for their own personal liability and/or product liability insurance.

**12. Maintenance:**

Vendors are encouraged to display a sign with the name of their farm, ranch, or business and its location. Booth space consists of a 10'x10' area to accommodate a tent; vendors provide their own tables, chairs, tents, or umbrella. Every tent must be weighted down with at least 20 lb per canopy leg, no stakes are allowed at the park. No weights=no tent no exceptions.

**13. Product Labeling**

All products including produce and food items must have the price clearly displayed on or near the product being sold.

**14. Pets**

Vendors are not allowed to bring pets into the Saturday market without prior approval.

**I HAVE COMPLETELY READ, UNDERSTOOD, AND AGREE TO COMPLY WITH THE BISBEE  
SATURDAY MARKET - RULES AND REGULATIONS.**

Signature/Date: \_\_\_\_\_

## **PARTICIPANT RELEASE OF CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

In consideration of the risk of injury while participating in this Market, (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge The Bisbee Saturday Market, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, and that I may suffer as a direct result of my participation in the aforementioned Activity, including travel to and from an event related to this Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVEL TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.**

I agree to indemnify and hold harmless The Bisbee Saturday Market against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If The Bisbee Saturday Market incurs any of these types of expenses, I agree to reimburse The Bisbee Saturday Market.

I acknowledge that The Bisbee Saturday Market and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts of failures to act of any party or entity conducting a specific event or activity on behalf of The Bisbee Saturday Market.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, events officials and event monitors, and/or producers of the event.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE The Bisbee Saturday Market AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST The Bisbee Saturday Market FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on

the part of The Bisbee Saturday Market, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that damage to equipment or facilities occurs as a result of my, my family's, employees, and/or volunteers, willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, (*participant's name*) \_\_\_\_\_, and The Bisbee Saturday Market Agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any terms, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following persons(s) in the order presented:

Emergency Contact Contact Telephone

\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read the agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing of my own free will.

Participant's Name: \_\_\_\_\_

Signature/ Date: \_\_\_\_\_

Please return either by mail Bisbee Saturday Market % Taylor PO Box 415 Bisbee AZ 85603 or by email to [bisbeesaturdaymarket@yahoo.com](mailto:bisbeesaturdaymarket@yahoo.com), (or bring this completed to your first market day.)