

## 2024 Release and Indemnity Agreement

“Applicant” agrees to indemnify and hold the Show Low Main Street, hereinafter “Main Street” harmless for any and all claims or lawsuits for personal injuries, wrongful death or property damage arising from the acts or omissions of Applicant which is related to Applicant’s sale of products or services or Applicant’s booth or exhibit area at the Market. Applicant shall be solely responsible for providing products liability insurance, completed operations insurance or other liability insurance, which would provide coverage for the acts or omissions of Applicant, or for Applicant’s activities at the Market. In the event that Applicant chooses not to purchase such liability insurance Applicant understands that Applicant shall be corporately and individually responsible for holding Main Street harmless and for defending any lawsuits or claims made by insured persons. Applicant’s indemnification of Main Street shall include all the costs of defense including reasonable attorney fees, expert witness’ fees, travel, food and lodging expenses related to the defense and other costs actually incurred by Main Street in defending such claims and lawsuits. In the event that Applicant has liability insurance, Applicant agrees to add Main Street as an additional name insured for this event only.

Applicant further agrees and promises that Applicant will be solely responsible for the payment of all taxes, workman’s compensation benefits and other taxes, fees, etc., relating to Applicant’s sale of products and services and will hold Main Street harmless for any and all such taxes, fees or benefits.

Further, Applicant agrees that it will abide by all Federal, State and local laws and ordinances related to its use of the booth or exhibit area during the Market. Applicant further states it will defend and hold Main Street harmless for any violation of law relating to Applicant’s activities or Applicant’s use of the booth or exhibit area.

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In the event that Applicant is a corporation, both the President and Secretary must sign.

By signing this Agreement, you expressly acknowledge and agree that you have carefully read it and fully understands what it means.

## 2024 Show Low Farmer's Market and Art Walk Rules

The Market Manager of the Show Low Main Street Farmer's Market and Art Walk, with full support of the Board of Directors, shall enforce these rules and regulations. The market team and board members shall interpret these regulations according to the best interest of the market. It is in the community's best interest to allow the broadest diversity of products that the White Mountains has to offer. With that being said, we are using an application process this year to ensure variety and allow priority to local growers as this is a Farmer's Market first and foremost. Applications will be juried based on product, date received, and available space.

The categories and definitions for vendors are:

**Agriculture** – Produce that has been grown in the Four Corners area (AZ, NM, UT, and CO). Meat that is from animals born and bred on the producers' land and processed at the USDA inspected facilities. Other products such as jerky, eggs, honey, soaps or yarn from these animals. Foraged and wild crafted items where the producer responsibly wild harvests raw agricultural products from their own land or public lands with minimal additional ingredients (mushrooms, prickly pear, palo verde beans).

**Prepared Foods** – Vendors offering freshly made food and drinks available for sale and immediate consumption on site. Vendors must have a commercial kitchen with a current health inspection in good standing. You must provide your health inspection, and an AZ Food Handlers Card.

**Processed Foods** – Culinary products that have changed the form, flavor, blend and/or substance of the raw product using 50% locally produced ingredients (within the Four Corners area). You must provide your AZ Food Handlers Card and AZ Cottage Food Registration (jelly, jam, salsa, breads, cookies).

**Artisan** – Vendors that produce items with materials from outside the Four Corner's area but integrated and/or created with a local artist within the Four Corners area (skincare products, jewelry, art, custom products).

### **I) Vendors**

**a.** All persons that will be working or assisting with your sales must provide name, address, and date of birth to have a criminal background check through Show Low Police Department to be allowed to sell at your booth. The license plate of the vehicle used for the market will also need to be provided. If you change vehicles the new vehicle license plate will need to be provided. There are no exceptions.

### **II) Merchandise**

**a)** Only those products listed in the vendor's application will be allowed for sale. Members wishing to sell a new product must notify the Market Manager one week in advance of the proposed sale. New products must be approved by the Show Low Main Street Board of Directors.

**b)** To enhance the consumer experience, we will allow only a balanced number of products in the market.

**c)** All vendors are subject to inspection by the Market Manager.

**d)** Show Low Main Street Farmers Market & Art Walk reserves the right to allow special promotions and festivals with other agricultural or locally made products on designated occasions.

### **III) Space & Fees**

- a. Each booth space is exactly 10 foot by 10 foot. If you purchase a double booth, your space will measure 10 foot by 20 foot. You cannot extend your booth or displays into the walkways. If you need more space for your merchandise, you must purchase a second booth. The maximum booth space to purchase is 2.
- b. Vendor fees are calculated depending on the date you purchase your space. The fees are non-refundable regardless of attendance.
- c. Once you receive notice that your application has been approved, vendors prepay for the entire season, choose their booth space from the market map on the website ([www.showlowmainstreet.com](http://www.showlowmainstreet.com)).
- d. Single 10 foot by 10 foot booth space: \$350  
Double 10 foot by 20 foot booth space: \$550  
Per week 10 foot by 10 foot booth space: \$25  
Per week 10 foot by 20 foot booth space: \$50  
Special events 10 foot by 10 foot booth space: \$50
- e. Weekly guest vendors need to call the Market Manager each week they would like to participate and make their payment. Spaces are by availability. Your booth rental is not complete until payment is made. All payments are final, and no refunds can be made.
- f. Spaces are not transferable and are assigned by the Market Manager.
- g. Refunds are not given if you are unable to attend the market. We recommend that each vendor have back up personnel to manage their booth that has been approved through Show Low Police Department background check. This is a requirement of the City of Show Low. The market operates regardless of the weather unless the Market Manager determines it is hazardous. No refunds are given due to weather conditions.

#### **IV) Licenses**

- a. All vendors are responsible for the necessary licenses and permits required for the products. Business licenses are not required by the City of Show Low for the Show Low Main Street Farmer's Market & Art Walk.
- b. All vendors are responsible for collection and payment of appropriate state, county, and city taxes.
- c. All food vendors are responsible to comply with the Navajo County Health Department's rules and regulations. Please contact 928-524-4750 if you have any questions or need assistance with the Navajo County Health Department.
- d. All vendors must follow health code regulations and it is their responsibility to comply.
- e. All food vendors are responsible for the appropriate inspections by the State Health Department and must have the appropriate certification, permits, and licenses.

#### **V) Vendor Booth and Setup**

- a. It is highly recommended that the vendors have a canopy or umbrella. It is required that vendors use a minimum of 40lbs of weights on **EACH** leg of the canopy. This is a significant safety concern, as calm breezes can quickly turn into considerable winds that can damage canopies and injure shoppers/vendors.
- b. Setup cannot start before 7:00 am and must be completed by 8:45 am. This is a city street and there will not be barricades up to block vehicle traffic before 7:00 am. No vendor vehicles will be allowed in the pedestrian walkways after 8:30 am. The market opens at 9:00 am.
- c. All vendors are required to stay for the duration of the market hours. Tear down shall not occur before 3:00 pm regardless of vendor's sales.

- d. Your booth must be torn down and items placed to the rear of your booth before your vehicle may be brought into the market area for loading.
- e. Emergency flashers must be on while driving in the market area.
- f. Vendor vehicles must be parked as close to your booth as possible and are only allowed to remain for loading and unloading. You cannot block the road in such a manner that would not allow an emergency vehicle (fire engine) to pass with relative ease.

#### **VI) Location**

a. The Show Low Main Street Farmer's Market & Art Walk shall be located on Cooley St between 9th and 11th Streets and from Cooley to the Deuce of Clubs through the Festival Marketplace in downtown Show Low, Arizona.

#### **VII) Absences**

- a. Vendors must notify the Market Manager, Denise Stow, at [info@showlowmainstreet.org](mailto:info@showlowmainstreet.org) a minimum of one week before being absent. Two absences **WITHOUT** notice will cause termination with no refunds. Three absences **WITH** notice will cause termination with no refunds. Three absences total will result in removal. Vendors missing the market hurts the overall attendance. We are trying to ensure a full and diverse market for our shoppers.
- b. Emergency absences happen and you must email the Market Manager, Denise Stow, at [info@showlowmainstreet.org](mailto:info@showlowmainstreet.org) as soon as possible. These are counted towards absences with notice.

#### **VIII) Quality standard and liability**

- a. All Products and produce must be of acceptable quality and will be determined by the Market Manager or Market Team.
- b. Any prepared foods sold at the market must be prepared in compliance with the Health Department Guidelines and have appropriate licensing and certificates on hand, as well as proper labeling. You may contact Randy (928)-532-6050 x5550 at the Navajo County Health Department to make sure you comply.
- c. Liability for all such products rests solely with the vendor producing and selling them. Vendors are not required to have general liability insurance; however, they will be required to sign a Release and Indemnity Agreement prior to setup at the market.

#### **IX) Upkeep**

- a. All vendors are responsible for the upkeep of the general market area located near or in their booth area.
- b. All vendors must dispose of their own accumulated trash. Vendors must not use the public trash receptacles within the market area. Pack it in, pack it out.
- c. Food vendors are responsible for bringing large trash receptacles to hold all trash that they generate from their booth and for their customers. These are for food vendors and not for other vendor's personal use.

#### **X) Vendor Conduct**

- a. All vendors are expected to conduct themselves in a professional manner. No foul language, aggressive behavior, smoking, vaping, alcohol or drug use allowed at the Show Low Main Street Farmer's Market & Art Walk.
- b. No loud music allowed at the vendor booths. There is weekly entertainment provided.
- c. No "Hawking" or loud calling to promote a vendor's product.
- d. Leashed dogs are permitted in the vendor booth unless it is disruptive or aggressive.

#### **XI) Parking**

a. No vendors shall park in the church parking lot. Vendors must park a minimum of 10 spaces away from the market to allow customers ease of access. Exceptions are disabled vendors. Disabled vendors must have a disabled permit to use the closest parking available.

**XII) Warnings and Fines**

a. First violation of any of the above rules are subject to a warning.

b. A second violation of any of the above rules is subject to a \$50 fine.

c. A third violation of any of the above rules is grounds for removal from the existing market season with no refund and possibly expelled from further markets and events.

By signing below you agree to abide by the rules and conditions listed above.

By signing this Agreement, you expressly acknowledge and agree that you have carefully read it and fully understands what it means.