

Oro Valley Farmers' Market Application

Please complete and return all documents in this package:

- Filled Vendor Information Page
- Signed Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement
- Signed Farmer's Market Rules & Regulations Sheet

Vendor Information Page

| | | | |
|--|--------|-------------|--|
| Business Name: | | Phone: | |
| Contact Name(s): | | Fax: | |
| Address: | | | |
| City: | State: | Zip: | |
| E-mail: | | Cell Phone: | |
| Complete Description of Products/Services: | | | |
| Do you require electricity? Yes No | | | |
| Other special requests: | | | |
| Website: | | | |

Please send to:

Maya Tea Company
RE: Oro Valley Farmers' Market
225 West Flores
Tucson, AZ 85705

Copies of the documents will be returned to you upon acceptance. Thanks for your participation.

PLEASE ALSO FILL OUT APPLICATION FOR BUSINESS LICENSE WITH THE TOWN OF ORO VALLEY. FEE FOR YEAR ROUND IS \$20 AND MAIL TO TOWN OF ORO VALLEY. YOU WILL BE REQUIRED TO SHOW AN ORO VALLEY BUSINESS LICENSE BEFORE YOU CAN PARTICIPATE. IF YOU ARE A GROWER OR AGRICULTURAL PRODUCER YOU DO NOT NEED A BUSINESS LICENSE FROM THE TOWN OF ORO VALLEY.

Manish Shah - Maya Tea Company

Phone: 520-882-2157 Fax: 520.918.9812 e-mail: rox@mayatea.com

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to participate in any way in the **Oro Valley Farmer's Market**, EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Town of Oro Valley, the Maya Tea Company, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY, TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
2. HEREBY AGREES TO IDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY DAMAGE, OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENTS(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
4. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the Event(s) is/are conducted and that if any portion thereof is invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Business Name: _____

Address: _____

City, State, Zip: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Oro Valley Farmer's Market Rules & Regulations

1. Market Application. All participants must provide the market manager with a completed application form and the necessary documents requested within the application. All documents must be received at least seven days prior to requested date of participation.
2. Vendor Qualification. Any producers of food products on agricultural lands, farms and gardens are qualified vendors with or without an Oro Valley Business License. Resellers of agriculture related products from agricultural lands, farms and gardens are only qualified vendors once they have obtained a valid Oro Valley Business License.
 - "Producer" includes owners, proprietors or tenants of agricultural lands, orchards, farms and gardens whereon food products are grown, raised or prepared for market.
 - "Agricultural products" include every product of the soil in its natural or manufactured state, and swine, fowls, eggs and milk and the products thereof. Vendors selling the above products will be subject to an approval process by the market manager to maintain the quality and appeal of the farmer's market. Vendors must be the manufacturer or sole outlet in Pima County of the goods to be sold.
 - No alcoholic beverages are to be sold by any vendor at the farmer's market.
 - There shall be no craft vendors in the farmer's market.
3. Vendor Exclusivity. There will be no exclusivity of vendors at the farmer's market. All qualified vendors will be allowed to participate as long as space is available. If space is unavailable, vendors may be put on a waiting list.
4. Market Times and Hours. The Oro Valley Farmer's Market will be held every consecutive Saturday at Oro Valley Town Hall at the southeast corner of La Canada and Naranja. The market will have official and announced hours which may change seasonally. Vendors will be allowed to begin setup at 90 minutes before market opens and must be set up by market opening. All displays must be removed and sales area clean by 90 minutes after the close of the market. Failure to comply with the above section may result in loss of preferred space assignment status or expulsion from the market.
5. Set up, Break Down and Parking. Vendors are required to unload, park and set up. Setting up display while unloading slows down traffic in the unloading area and causes unnecessary congestion. Vendors are required to unload and park in designated areas only. Vendors are not allowed to break down their displays or move vehicles into position before market closing without consent of market manager.
6. Payment. Payment of vendor fees shall be collected by market manager at some time during the market hours.
7. Space Assignment. There is no guarantee, under any circumstance that the same space will be provided every week. The assignment of spaces is determined every week by the market manager. Vendors may be given preferred assignment of a particular space once long term attendance is established. Preferred assignment may be given to any vendor demonstrating 90% attendance after 12 weeks.
8. Attendance. If any vendor does not intend to display at the Farmer's Market, verbal notification must be given to the market manager 48 hours prior to the Market. Failure to do so may result in loss of preferred space assignment status.
9. Legal Requirements. Vendors must comply with all local, state and federal laws. This includes any licensing requirements and any permits required by the Pima county health department. Payment of all applicable taxes on taxable goods is the responsibility of the seller.
10. Co-op Spaces. There shall be no spaces for co-op rental. All vendors must rent individual spaces. Spaces may not be combined.
11. Samples. All samples must be provided in compliance with the regulations of the Pima County Health Department regarding such matters. All vendors giving samples must also provide a waste container in a prominent place for public use. On site trash receptacles

are for customer use only, trash can be disposed of in large dumpsters on property, check with market manager as to those locations.

12. Insurance. Vendors are responsible for their own personal liability and/or product liability insurance.
13. Maintenance. Vendors are required to create a professional display to feature their wares. All tables must be covered with tablecloths and all boxes and crates must be neatly stacked or hidden from view. All vendor equipment and displays are to be freestanding. Nothing is to be anchored or affixed to the assigned space and adjacent structures. Vendors must maintain their sales area in a neat and clean manner. The area must be left in clean and orderly condition. Vendor must provide waste container for all refuse and legally dispose all waste. Refuse must be removed by vendor from property and disposed of elsewhere. Oro Valley garbage cans are not to be used by Farmer's Market vendors. Failure to maintain sales area, remove all refuse, leave area in orderly and clean condition or dispose of refuse properly with result in an initial written warning. Further violations will result in expulsion from the Farmer's Market.
14. Weights and Measures. All scales used by vendors must be certified for compliance for legal weights and measures. Certification is the responsibility of the vendor.
15. Pets. Vendors are not allowed to bring pets into the Farmer's Market. The sale or giving away of animals in the market area is also prohibited unless prior written permission is granted by market manager. Vendors requiring assistance animals are exempt from this restriction.
16. Conduct. Vendors shall conduct themselves in a manner that is courteous to other vendors, market personnel and the public. Behavior or act which is criminal, threatening, abusive or harassing shall cause the vendor to be expelled immediately from the market.
17. Noise and Odors. Vendors shall not be allowed radios or loud music to attract attention. No hawking by vendors is allowed. Vendor must make all attempts to keep any foul odors from offending fellow vendors and the public.
18. Booth Set-up & Display. No boxes or signs may extend into the common customer traffic areas.
19. Compliance. Vendors must remain in compliance with the above sections. Failure to do so may cause the vendor to be expelled from the market and to be excluded from participation in future markets.

I HAVE COMPLETELY READ AND UNDERSTOOD THE ORO VALLEY FARMER'S MARKET RULES AND REGULATIONS.

Business Name: _____

Address: _____ City, State, Zip: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____