

# Tucson Farmers' Market at St. Philip's Plaza 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
- Photocopy of Food Handlers License & Pima County Health Operations License
- Tucson Business License
- **Or** License from Health Department in County of Operations.

Please send the following documents to:

Udall Farmers' Market  
225 West Flores  
Tucson, AZ 85705

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

Contact: Manish Shah - Maya Tea Company

- [Phone: 520-882-2157](tel:520-882-2157) [Fax: 520.918.9812](tel:520.918.9812) [e-mail: rox@mayatea.com](mailto:rox@mayatea.com)

## Vendor Information Page

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

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

IN CONSIDERATION of being permitted to participate in any way in the Tucson Farmer’s Market at St Philip’s Plaza, 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 Tucson Farmer’s Market, the St. Philip’s Plaza, 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: \_\_\_\_\_

## Tucson Farmer's Market Rules & Regulations

1. Market Application – All participants must provide the market manager with a completed and filled 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.
  - a. "Producer" includes 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, 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.
  - c. No alcoholic beverages are to be sold by any vendor at the farmer's market.
  - d. 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 so long as space is still available. If space is unavailable, vendors may be put on a waiting list.
4. Market Times and Hours – The Tucson Farmer's Market at St Philip's will be held every consecutive Sunday at St Philip's Plaza on the southeast corner of River Rd. and Campbell Ave. 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.

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. St Philip's Plaza 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 allowed 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 TUCSON FARMER'S MARKET AT ST PHILIP'S RULES AND REGULATIONS.

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_