



## 2012 VENDOR APPLICATION

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Business Name (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

*By signing this agreement, participant vendors agree to a criminal background check using the information provided above.*

### **VENDOR PRODUCTS**

\_\_\_\_\_ **Grower/Agricultural Products** (produce, meat, eggs, dairy, honey, plants)

How Grown (circle one)      Certified Organic      Conventional

Other (Explain) \_\_\_\_\_

\_\_\_\_\_ **Food Processor/Concessionaire**

In the space provided at the bottom of this page, please list what you would like to sell, along with a list of the ingredients you will be using. You may be contacted by the Market Committee or Market Manager and requested to submit a sample.

\_\_\_\_\_ **Arts and Crafts**

In the space provided at the bottom of this page, please list what you would like to sell. Include 5-7 photos of your merchandise with this application, along with a self-addressed, stamped envelope if you would like your photos returned, or email the images and a scanned, signed copy of this agreement to **showlowfarmersmarket@hotmail.com**. All items must be handmade (not from a kit) and the artist must be present at the market.

\_\_\_\_\_ **Other**

If you do not fit into any of these categories, please explain below what you would like to sell.

### **DESCRIPTION OF ITEMS TO BE SOLD (Required)**

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**VENDOR OPTIONS—PLEASE CHECK ONE**

\_\_\_I am submitting this application to prepay for the 19 Saturday season and enclose a **check** for **\$190**. By prepaying, my space is guaranteed for the entire season. I will also be able to choose my space, subject to availability and approval by Market Committee or Market Manager. Spaces will be reserved on a first come, first served basis.

\_\_\_I am submitting this application to prepay for the 19 Saturday season by **Paypal**. Upon approval of my work, please send a Paypal request for **\$190** to the email address provided above. I will also be able to choose my space, subject to availability and approval by Market Committee or Market Manager.

\_\_\_I would like to apply as a **pay-per-use vendor**. I prefer to pay as an occasional pay-per-use vendor at the rate of **\$10** per market, payable prior to or at the start of each market day. I understand I can choose to upgrade to prepaid status by paying for the remaining market days to guarantee my space for the rest of the season.

*By signing this agreement, vendors acknowledge that they have read this application and the Show Low Main Street Farmers’ Market & Art Walk (“Farmers’ Market”) Rules and Regulations and agree to abide by the guidelines and decisions of the Market, its Market Manager, or other representatives of the Farmers’ Market.*

In consideration of being permitted to participate in the Farmers’ Market, vendors hereby release and forever discharge on behalf of itself, successors or assigns, the City of Show Low and Show Low Main Street, its contractors, volunteers and support organizations of any claim of any nature, either in law or equity, arising from or by reason of any bodily injury or personal injuries, known or unknown, death or property damage, resulting from any accident which may occur as a result of participation in the Farmers’ Market or any other activities in connection herewith, whether by negligence or not.

The Farmers’ Market shall be entitled to terminate approval of this application at any time, whereupon the vendor agrees to immediately vacate the premises. This termination may take place in the event of the following: failure to pay the reservation fee; failure to abide by the obligations in this application; failure to abide by the Show Low Farmers’ Market & Art Walk Rules and Regulations, failure to be open for business as a seasonal vendor, or **two or more absences without prior notification to the Market Committee or Market Manager**. The vendor acknowledges and agrees that the Farmers’ Market shall have no liability for any incidental or consequential damages, loss of business, or otherwise for terminating this application in accordance with the terms set forth above

The Farmers’ Market reserves the right at any time during the term of this agreement to relocate the vendor within the market to another space at the Market Manager’s sole discretion.

It is not required that each vendor has general liability insurance; however, each vendor will be required to sign and submit a Release and Indemnity Agreement prior to set-up at the Market.

**PLEASE NOTE** that vendors are responsible for obtaining all licenses, permits, and insurance that may be required by local, county, state, and/or federal governments for the sale of your product(s).

Send the completed application plus images and check (if applicable) to: Show Low Main Street Farmers’ Market & Art Walk, 1004 E. Deuce of Clubs, Suite B, Show Low, AZ 85901. To fax or email your completed application, send to 1-800-531-9785 or showlowfarmersmarket@hotmail.com

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title



Telephone: (928) 532-4124

## **RELEASE AND INDEMNITY AGREEMENT**

\_\_\_\_\_ (Print Name Here), hereinafter "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.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2012

Applicant Signature \_\_\_\_\_

Company Name \_\_\_\_\_

If Applicant is a corporation: I, individually and personally, agree to guarantee the performance of Applicant.

Guarantor \_\_\_\_\_

**THIS IS AN IMPORTANT LEGAL DOCUMENT WHICH MUST BE SIGNED AND RETURNED.** Rev: 2/14/2012