

MARKET FRESH AT TWENTY NINTH STREET

Contacts: Collin Webster 303-817-8120

Clare Nolting 303-819-7980

2009 Vendor Application and Agreement

Market Fresh at Twenty Ninth Street

Every Sunday from June 21st through October 25th, from 10 am until 2:30 pm

Please print or type clearly.

Name: _____

Farm/Business Name: _____

Primary Contact: _____ Onsite contact: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Day Phone: _____ Fax: _____ Cell: _____

E-mail: _____ Website: _____

2009 Season Fees

\$100.00 Application Fee is required to reserve your space. Please fax your application to **720-306-3294** and send check or cashier's check to: Market Fresh, 2055 Dover Street, Lakewood, CO 80215. By signing this application and paying the season fee you agree to attend each market from said start date until the end of the season. (please inform market manager of any dates you will not be able to attend in advance). The application fee is non-refundable and will help cover market costs and advertising.

Signature: _____

Date: _____

Vendor Fees:

Every Market Day – 10% of Vendor Total Sales, no less than \$5.00 a day, and not greater than \$250.00 a day. These fees are to be turned in at the end of each market day, along with sales totals for the day (this is a Twenty Ninth Street requirement).

Please select booth size: 10X10 _____ 10X15 _____ 10X20 _____ oversize _____ what size _____

Vendor Categories: (please check)

Grower/ Farmer Bakeries and Pastries Art and Crafts Food Vendor

other (please specify): _____

Do you grow or create your products? Yes No Both

Are your products organic? Yes No Both

In regards to organic standards: (Under federal law –CFR Part 205, Subpart B, Section 205.100 (c)(1)— anyone who knowingly sells or labels a product as organic, except in accordance with the federal law, shall be subject to a civil penalty of not more than \$10,000 per violation.)

Products to be offered for sale: (please attach another sheet if needed)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Prior to offering products for sale that are not listed on this form, vendors must obtain approval from the market coordinator.

No show policy: 24 Hour notice is required if you do not plan to attend. Spaces may be reassigned at the sole discretion of the market coordinator if a vendor fails to attend for two consecutive markets (unless market manager has been previously informed).

Please list any days you KNOW you will not be able to attend in advance:

_____, _____, _____, _____, _____, _____

Termination: The market coordinator, in its sole discretion, can terminate this Agreement by providing vendors 15 days notice of the termination. Vendors who are terminated for cause will not be entitled to a refund of season fees. Vendors who are terminated without cause will be refunded the unused portion of their fees.

Miscellaneous:

Do you need your truck/ vehicle parked behind your booth? _____ What size do you need? _____

Will you need electricity for you booth? _____ What voltage? _____ Amps? _____

Can propane be substituted or electricity? _____

Please list any other requirements: _____

Market Hours:

The market will be open between 10 am and 2:30 pm every Sunday from June 21st to October 25th. Poor weather is not an excuse for nonattendance. Vendors can set up as early as 8:00 am, and must clear their space by 3:30 pm. All vendors are expected to be onsite, set-up and ready to sell by 9:45 am.

Parking:

Unless previously specified, all vendors must park in the designated vendor parking area.

Clothing:

All vendors must adhere to the Twenty Ninth Street Mall dress code.

- No cut off shorts.
- No torn or tattered clothing
- No swim-wear
- No revealing clothing
- No gang related apparel

Clean Up:

All vendors must clean up their space at the end of every market and must leave the space as they found it. Failure to do so will result in a \$25 assessment. Vendors are responsible for hauling all trash with them.

Weights & Tent Safety:

All vendors are required to bring weights, and ropes, cords or straps that are strong enough to secure their tents in the event of strong wind or a storm. Five gallon jugs filled with sand or water are excellent weights. Commercial tent weights are also available and are reasonably priced.

Health & Safety:

Each food vendor must comply with the federal, state, and Boulder County food service and handling regulations and adhere to all federal or other regulatory label guidelines. It is strongly recommended that the vendor contact the Boulder County Public Health Department to gain approval for their products and to obtain the appropriate licenses to operate at the Market. All processed food must be manufactured in a facility approved by the health department.

All food sampling must adhere to all state and county health and safety laws.

Please check the requirements for your product by contacting the Boulder County Health Department:

Boulder County Health Department
3450 Broadway
Boulder, CO 80304-1824
Main line: (303) 441-1100
Fax Line: (720) 441-1452
www.bouldercountypublichealth.org

Licenses & Permits:

All vendors must obtain both Colorado and Boulder sales tax/use permits, and must have the permits on site at each market. Market manager must have a copy of these permits before the first day of attendance at the market.

For more information please contact: City of Boulder Sales/Tax Division – (303) 441-3050
Colorado Sales/Tax Division – (303) 238-7378

MARKET FRESH AT TWENTY NINTH STREET MALL

VENDOR OPERATING RULES

Vendor agrees to comply with the Operating Rules of Market Fresh at Twenty Ninth Street as set below.

1. Vendor shall use and occupy the market space in a careful, safe, and proper manner and shall keep the market spaces in a clean and safe condition.
2. All loading and unloading of goods shall be done only at such time, in the area and through the entrances designated for such purpose by the Market Coordinator.
3. Set up or takedown of vendor stalls and delivery of boxed merchandise must be accomplished before or after market hours.
4. All garbage and refuse shall be kept in the interior of the stalls and shall be taken by vendor for disposal off Premises.
5. No loudspeakers, televisions, photographs, radio, flashing lights or other devices shall be used without the prior consent of the Market Coordinator.

6. Vendors and their employees shall not distribute any handbills or other advertising material in the mall or on automobiles parked in the parking areas.
7. Any signage must be approved by the Market Coordinator and be professionally printed. A maximum of two (2) signs are allowed per stall and may only be attached to the stall or display.
8. Stall vendors and their employees may not eat, smoke or drink at their operation at any time. Any vendors that utilize aggressive selling techniques will be given a warning and if the violation continues will not be permitted to sell at the market.
9. Fraternalizing with friends and family or reading books while working the market stall is unprofessional behavior and discourages business and therefore, is unacceptable.
10. Vendor and Vendor's employees shall not park their motor vehicles in those portions of the parking area designed for customer parking by the Market Coordinator. If Vendor or Vendor's employees park in portions of the parking area designate for customer parking, mall management or Security may attach violation stickers or notices to such cars and have any such vehicle removed at vendor's expense.
11. Storage of excess inventory, trash cans, and miscellaneous supplies or personal belongings must be inside the market stall.
12. Vendor shall report daily sales (as per twenty ninth street rules) to Market Coordinator at the end of each sales day with market daily fees.
13. Vendor shall, at ALL TIMES offer customers a satisfactory return or exchange policy on all purchases within thirty (30) days with receipt and merchandise. In the event Vendor cannot satisfy customer with an exchange, Vendor shall be required to refund to customer the complete purchase price in the form of payment made the to Vendor. This policy shall not apply if due to customer negligence. This policy is enforceable to the extent that it does not otherwise contradict applicable city, state or federal safety, hygiene or food laws.

Release: I hereby release and forever discharge The Fruit Stand, Inc and its officers, directors, employees and agents from any responsibility, personal liability, claims, loss or damage arising out of, or in conjunctions with participation in the Market Fresh at Twenty Ninth Street. Market Fresh at Twenty Ninth Street will not be responsible for any injury sustained by exhibitors or guests while within or around space designated for exhibits. Exhibitors/vendors assume all liability for stand and products sold.