

2019-20 ARIZONA COMMUNITY FARMERS MARKET GROUP
ALL CRAFT & WELLNESS CATEGORIES MEMBERSHIP AGREEMENT TERMS

LIABILITY RELEASE. VENDOR agrees to indemnify and hold harmless ARIZONA FARMERS, GROWERS & PRODUCERS ASSOCIATION, ARIZONA COMMUNITY FARMERS MARKET GROUP, FARMERS MARKET SUPPORT SERVICES and the facility in which the Market is held, its management, staff, associates & affiliates, from any and all liability for theft and/or damage to VENDOR, VENDOR'S merchandise and/or employees & from any claims, costs, & expenses resulting from theft, damage, or injury. **CONFORMING TO LAWS, PERMITS & LICENSES.** VENDOR agrees to assume all responsibility for sales, and agrees to abide by all laws of city, county and state in which the market is being held. VENDOR agrees to obtain and display all permits and/or licenses required by the laws and ordinances of the city, county and state in which the market is being held. VENDOR will abide by all regulations with respect to sales tax collection. In particular, VENDOR is responsible for conforming to all appropriate permit regulations including Health, Fire and licensing requirements with all licenses and permits current and available for inspection. Failure to be in conformance will be grounds for termination in the market. Ini _____

AFFIRMATIVE ACTION AND NONDISCRIMINATION. The Group and its vendors shall not discriminate against any worker, employee or applicant or any member of the public with respect to race, creed, color, religion, sex or national origin, nor otherwise commit an unfair employment practice. Sellers will take affirmative action to ensure that employees are dealt with during application and employment without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. [This clause required by the cities in which the markets are held.] Ini _____

PARTICIPATION FEES. VENDOR agrees to pay assessed Market Participation Fees by the end of each market. Fees are subject to change, depending on market conditions. Non-payment or fees based on a total that is intentionally misrepresented may result in expulsion from the market and or termination of membership from the ARIZONA COMMUNITY FARMERS MARKET GROUP. Ini _____

ABSENCE NOTICE. VENDOR agrees to notify the MARKET COORDINATOR at least 24 hours in advance of an absence in the Market. Failure to do so may cause the VENDOR to lose seniority for space assignment in the future. VENDOR will register with the MARKET COORDINATOR at least 48 hours in advance of their intention to participate in the Market. VENDOR is assumed to comply with the notice to participate if they declare their intention to participate in the Market as a regular participant and show regularity by being in the same Market for four (4) markets in succession. Absent VENDORS will notify the Coordinator before return to the market. Ini _____

SET UP, MARKET PRESENCE, TEAR DOWN. VENDOR agrees to complete set up prior to the announced opening of the market in which they are participating, and further agrees to stay in the market for the full-published time of the market. Set up generally begins one hour prior to market opening; tear down generally begins at the end of the published hours of the market and is expected to be completed within the hour after market closure. VENDORS will move their vehicles out of the area after setting up as required by market location regulations. Failure to do so may result in a temporary or permanent expulsion from the market. Ini _____

SELLING AREA CLEANLINESS. VENDOR agrees to maintain their selling area in clean and good condition, and shall abide by the policies, rules and regulations of the facility in which the market is located. Ini _____

SPACE ASSIGNMENT is at the discretion of the MARKET COORDINATORS who will try to meet VENDOR needs and desires. VENDOR agrees to abide by the decision of the Coordinators for the good of the Market and in accord with facility requirements, i.e., there are no permanent locations for any VENDOR. VENDOR will not share or sublet the selling area without prior consent of the Market Coordinator. VENDORS later than 30 minutes before market opening may lose their usual space. Spaces are usually 10' by 10'. Ini _____

BOOTH & CANOPY Table coverings are the choice of the VENDOR, and should be flame retardant and attractive in appearance. Canopies should be flame retardant and straight legged. Packing boxes are to be out of sight, with selling area remaining tidy. Ini _____

WEIGHTS: Minimum of 25lbs per canopy leg are required at all markets, regardless of weather. Ini _____

Market Management retains the right to alter or eliminate booths not up to the standards of the market or event. Ini _____

SELLING PRICE DISPLAYED. VENDOR agrees to clearly mark the selling price of produce and other merchandise. The Market Management reserves the right to remove any questionable merchandise or materials. Ini _____

NO DISCOUNTS. VENDOR agrees that "Discount" or "Sale" signs will not be displayed. Product will not be "hawked", and each vendor will respect the rights and space of other vendors to sell their products. Ini _____

DEMONSTRATIONS OF ARTS OR CRAFTS are encouraged. Certain requirements such as electrical outlets must be discussed with the Management in advance of the proposed demonstration. It is better to assume that electrical outlets may not be available and to then investigate alternate means of craft demonstration. Management may be able to provide additional seating or space with adequate notice. Also additional market promotions or press releases for scheduled demonstrations may be available if Management has adequate notice of this event.

****In matters of Market safety and viability the Market Management has the final say in all matters****

I have read and understood BOTH PAGES of the Market Membership Agreement and agree to abide by its terms.

*****Application is not complete without signature of Applicant below*****

Signature _____ **Date** _____

*VENDOR COMPLETE THIS COPY AND TURN IT IN WITH APPROPRIATE REGISTRATION FEES.

KEEP A COPY FOR PERSONAL REVIEW

2019-20 ARIZONA COMMUNITY FARMERS MARKETS GROUP
ARTS & CRAFTS, HEALTH, NON-PROFITS

The **VENDOR** signing this "Market Membership Agreement" agrees that they have received a copy of the Market Membership Agreement terms, and that the **VENDOR** carries full responsibility for meeting its terms and conditions, as well as adhering to the policies and procedures of the **ARIZONA COMMUNITY FARMERS MARKETS GROUP (ACFMG)** as administered by **FARMERS MARKET SUPPORT SERVICES (FMSS)**, which is the management arm of ACFMG; and meeting, the requirements presented in this agreement and any Guidelines for Market Participation provided for market events. The Market Management is the sole interpreter of the agreement and may terminate the agreement, if any of the below information has been misrepresented, or if it is determined that it is in the best interest of the market.

Please fill in the following sections as completely and correctly as possible and sign below

Business Name _____
PRINT Name of the activity or business conducted, e.g., "My Farm" or "Beautiful Crafts"

Contact Name _____
PRINT Name of the person signing, e.g. "Brenda Smythe"

Mailing Address _____
Street address or PO Box City State Zip Code

Phones: Business: _____ **Home:** _____ **Cell:** _____

Email _____ **Web Site** _____

Alternative Contact _____ **Number** _____

Category of Vendor: Craft-Agricultural/ Craft- other, Artisans, and Artists

- **Crafter/Artisan Please describe:** _____
- *** Demonstration In Market:** _____
**Describe the type of demonstration, requested date, space desired, and other requirements*
- **State of Arizona Sales License** _____
- *** Product Liability Insurance (required for topicals)** _____

(Topicals are any product intended to be used on hair, skin or nails)
*******COPIES OF ALL PERTINENT LICENCES ARE REQUIRED TO BE KEPT AT VENDING BOOTH*******

*All vendors in following categories must also adhere to the above participation requirements including checking in with the Market Manager at the usual vendor set up and breakdown times. The market will not provide tables, canopies, chairs and other equipment unless prior arrangements have been made.

- **Health / Wellness Disciplines** _____ **Describe Activity** _____
- **State of Arizona Certification** _____ *(When required)*
- **Insurance Liability Policy required for health and wellness disciplines.** _____
- **Non-Profit Organization** _____ **Describe Proposed Activity** _____
- **Current IRS Letter of Non-Profit Status (copy for files required)**
*******Application is not complete without signature of Applicant below*******

I have read and understood BOTH PAGES of the Market Membership Agreement and agree to abide by its terms.

Signature _____ **Date** _____

*VENDOR COMPLETE THIS COPY AND TURN IT IN WITH APPROPRIATE REGISTRATION FEES.

KEEP A COPY FOR PERSONAL REVIEW