



# HEIRLOOM

FARMERS  MARKETS

**Offices**  
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[www.heirloomfm.org](http://www.heirloomfm.org)

Dear Applicant,

Thank you for your interest in becoming a vendor at Heirloom Farmers Markets. We are proud to serve the many wonderful farms, nurseries, bakeries, meat and seafood providers, cheese makers and specialty food producers in Southern Arizona.

At HeirloomFM, our mission is to connect, educate and empower our community to create a healthy food system. We have prepared this application so that every vendor may be carefully screened with a commitment to creating a diverse marketplace with highest quality locally produced products available. Thank you again for your time in completing this important form. We look forward to working with you in the future.

Best Regards,

Heirloom Farmers Markets



**See you  
at the market!**

## FRIDAYS

Trail Dust Town  
*Home of Pinnacle Peak*  
6541 E. Tanque Verde Rd.

## SATURDAYS

Oro Valley  
*Steam Pump Ranch*  
10901 N. Oracle Rd.

## SUNDAYS

Rillito Park  
*Food Pavilion*  
4502 N. 1st Ave.



# 2017 VENDOR APPLICATION

Market Days (Check All That Apply)	
<input type="checkbox"/>	Fridays at Trail Dust Town FM
<input type="checkbox"/>	Saturdays at Oro Valley FM
<input type="checkbox"/>	Sundays at Rillito Park FM

<p>Thank you for your interest in becoming a vendor at Heirloom Farmers Markets. We are proud to serve the many wonderful farms, nurseries, bakeries, meat and seafood providers, cheese makers and specialty food producers in Southern Arizona. At Heirloom, our mission is to connect, educate and empower our community to create a healthy food system. We have prepared this application so that every vendor may be carefully screened with a commitment to creating a diverse marketplace with the highest quality locally produced products available. Thank you again for your time in completing this and please be as thorough as possible. The Heirloom Staff</p>			
Business Name:		Phone:	
Vendor Contact Name(s):			
Address:			
City:	County:	State:	Zip:
Preferred Method of Contact:			
E-mail:		*Cell Phone:	
Website Address:		Facebook:	
Do you require electricity?    Yes    No			
<b>Vendor Type: Complete Description of Product(s) you wish to sell:</b>			
<b>Produce:</b>		<b>Prepared Food/Ready to Eat:</b>	
<input type="checkbox"/>	Fruits & Vegetables	<input type="checkbox"/>	Poultry
<input type="checkbox"/>	Grains/Legumes	<input type="checkbox"/>	Lamb
<input type="checkbox"/>	Cactus / Plants	<input type="checkbox"/>	Goat
<input type="checkbox"/>	Honey	<input type="checkbox"/>	Pork
<input type="checkbox"/>	Eggs	<input type="checkbox"/>	Fish/Seafood
<input type="checkbox"/>	Dairy / Cheese	<input type="checkbox"/>	Nuts
<input type="checkbox"/>	Beef	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	<b>Ready to Eat:</b>
Other Farmers Markets Where You Sell:			
Please give examples of where you source (or plan to source) your ingredients, listing the names of farms or other local-direct sources where possible. NOTE: Actively farming vendors please type N/A.			

<b>Does Your Business Use:</b>			
	A Business Website		Facebook
	Instagram		Twitter
<b>Other:</b> Please List			
What is the average time per week do you spend on social media in support of your business?			
<b>Business Practices:</b>			
	Business Plan		Sales to Wholesale Distributors
	Online Sales		Sales to Schools or Institutions
	Sales direct to Restaurants		Value Added Products
	Sales to Stores or other buyers		Estate Planning
	Crop/Property Insurance		CSA-Consumer Supported Agriculture Shares

<b>Processor/Prepared Food Information:</b>	
	Yes, I personally oversee the production of my product(s).
	If <u>NO</u> , do you use a co-packer or co-producer? Please list:
	Do you <b>grow</b> any ingredients that go into the making of your products?
	My products currently fall under the AZ. Home Baked & Confectionary Goods Program.
	I currently used an offsite commercial kitchen to process my products.
	I have an up-to-date Health Department License and a safe food handling certificate— <b>Please Attach</b>
	Are any of your products/prepared food certified organic? ~ <b>Please Attach copy of certification.</b>
	I own and operate a Licensed Food Truck.
Please list any additional information about your product. (Ex: your processing location, local ingredients used etc.)	

**\*Farming Questions**

The answers to these questions will help us in research and development of grants in support of your farm or ranch.

Farm Location & Acreage Under Tillage:

Distance to HFM (average)

Is property: Owned \_\_\_\_\_ or Leased \_\_\_\_\_

If you are a new farming applicant please describe your farm philosophy. If you are a returning applicant please list or describe any significant changes to your operation. *Attach additional sheets as needed.*

Certifications held? (Organic, Transitional, Humane, biodynamic, etc.); Please list:

**Diversity Management (Check All The Management Practices Used)**

<input type="checkbox"/>	Greenhouse	<input type="checkbox"/>	Heirloom Varieties
<input type="checkbox"/>	Value Added Products	<input type="checkbox"/>	Seed Saving
<input type="checkbox"/>	Habitat buffer zones	<input type="checkbox"/>	Contour or strip tillage
<input type="checkbox"/>		<input type="checkbox"/>	Other Diversity Management Practices

**Water Management (Check All The Management practices Used)**

<input type="checkbox"/>	Buffer Zones	<input type="checkbox"/>	Biofiltration Systems	<input type="checkbox"/>	Trough Irrigation
<input type="checkbox"/>	On Site Well	<input type="checkbox"/>	Municipal Water	<input type="checkbox"/>	Other
<input type="checkbox"/>	Drip Irrigation	<input type="checkbox"/>	Flood Irrigation	<input type="checkbox"/>	

**If you do not grow or raise all products you plan to sell, please list farm/site from which they come from.**

## **PARTICIPANT RELEASE OF CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**This Participant Release of Claims, Waiver of Liability, Assumption of Risk and Indemnity Agreement** (“Agreement”) is entered into by and between Heirloom Farmers Market, Inc. (“HFMI”) and \_\_\_\_\_ (“Participant”).

**WHEREAS**, HFMI is engaged in the planning, promotion and production of non-profit farmers markets and Participant is engaged in selling products, providing services, including education, or providing entertainment to the public.

**WHEREAS**, Participant has been approved by HFMI to participate at one or more of HFMI’s farmers markets indicated below:

- \_\_\_ Heirloom Farmers Market East, Trail Dust Town, 6541 E. Tanque Verde Rd.
- \_\_\_ Oro Valley Farmers Market, Steam Pump Ranch, 10901 N. Oracle Road
- \_\_\_ Heirloom Farmers Market, Rillito Park, 4502 N. 1<sup>st</sup> Ave

1. **NOW THEREFORE**, in consideration for HFMI granting permission to Participant to participate at the farmers market(s) indicated above, Participant agrees to:
  - a. Release, waive, discharge and covenant not to sue HFMI or its officers, agents, administrators, board members, directors, employees, volunteers, other participants, sponsors, advertisers, affiliated entities and if applicable, owners and lessors of the premises on which the farmers market takes place (“Releasees”), from all liability, claims, demands, actions, including rescue operations, and causes or alleged causes of action whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by Participant, or any loss or damage to property belonging to Participant, whether caused or allegedly caused by the negligence, in whole or in part, by the Releasees, or otherwise, while participating in such activity, or while in, on or upon the premises where the HFMI farmers market is being conducted.
  - b. Assume full responsibility for any risk of loss, property damage or personal injury, including death, that may be sustained by Participant, or any loss or damage to property belonging to Participant, as a result of participating in an HFMI farmers market, whether caused by the negligence of Releasees or otherwise. Participant is fully aware of the unusual risks involved and hazards associated with this activity, including but not limited to travel risks and/or display set-up or break down. Participant hereby elects to participate voluntarily in this activity with full knowledge that said activity may be hazardous to Participant and his/her/its property.

- c. Indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including attorneys fees and court costs, that he/she/it may incur due to participation in an HFMI farmers market, whether caused by the negligence of Releasees or otherwise.
- 2. Participant expressly intends that this Agreement shall bind members of his/her family and spouse, if Participant is alive, and his/her heirs, assigns, and personal representative, if Participant is deceased.
- 3. Participant acknowledges that it is his/her/its responsibility to obtain all applicable federal, state and local licenses and permits to conduct his/her activity, and pay any applicable taxes, to federal, state and local governments.
- 4. Participant agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Arizona and that if any portion of this Agreement is deemed invalid by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.
- 5. By signing this Agreement, Participant acknowledges and represents that he/she has read and understands the foregoing provisions and has signed voluntarily, and that no oral statements, representations and inducements, apart from the foregoing written agreement, have been made.

**INDIVIDUAL PARTICIPANT**

_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date

**BUSINESS PARTICIPANT**

_____	_____
Business Name	Business Address
_____	
Printed Name and Title of Person signing on behalf of Business	
_____	_____
Signature	Date

**HEIRLOOM FARMERS MARKET, INC.**

_____	_____
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## HEIRLOOM 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 producer of the goods to be sold. Goods must be produced within 150 mile radius of Tucson, Az.
  - c. No alcoholic beverages are to be sold by any vendor at the farmer's market.
  - d. Craft vendors will be juried and must be kitchen applicable and will be limited to 5% of total number of market vendors.
3. Vendor Exclusivity – There is no exclusive rights given to any vendors to sell any one product. We believe that that market customers generally benefit from having a choice. We do curate and limit the number of vendors offering the same or similar product line. The market may deny entry if the product line is deemed excessive for the marketplace. If space is unavailable, vendors may be put on a waiting list.
4. Market Times and Hours –The Heirloom markets will have official and announced hours which may change seasonally. Vendors will be allowed to begin setup 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. Pre-payment of fees will be accepted.
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 by the market manager. Vendors may be given preferred assignment of a particular space once long-term attendance is established. Ranchers and Farmers will be given preferred assignment according to electrical and shade needs.
8. Attendance – If any vendor does not intend to display at the Farmer's Market, verbal, text notification must be given to the market manager 24 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 (sampling) 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 or peddling of goods other than what has been approved on application. Vendors must be the manufacturer or sole outlet in Pima County of the goods to be sold at any Heirloom Farmers Markets.
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. Garbage cans at Trail Dust Town and Steam Pump Ranch in Oro Valley 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. Growers may only accept FMNP Payment Instruments (FMNP Checks and WIC CVVs) for eligible foods that were grown locally by an FMNP Grower and have been approved by FMNP.
20. 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 HEIRLOOM FARMERS MARKET RULES AND REGULATIONS.**

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

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

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

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

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

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



## 2016-2017 Fee Schedule

Vendor fees are assessed by season, as each period represents different traffic flow patterns. The 3 tier system was developed to allow the market to offset fees to enable vendors to succeed in the low traffic season of each year.

Season	Trail Dust Town Friday	Oro Valley Saturday	Rillito Park Sunday
High January through April	\$20	\$30	\$35 Non -Shaded
			\$45 Shaded / Food Trucks
Low May through August	\$20	\$20	\$25 Non-Shaded
			\$35 Shaded / Food Trucks
Mid September through December	\$20	\$25	\$30 Non -Shaded
			\$40 Shaded / Food Trucks
There will be a \$2.00 Electrical fee charged for outlet usage.			

### APPLICATION INFORMATION

- Applications are accepted & reviewed once per calendar year for all markets.
- Electronic submission of application and supporting documents via email is preferred.
- Application deadline for the 2016-2017 market year is November 15, 2016, late applications will be accepted, however, may be subject to a late penalty fee.
- Application decisions will be sent no later than December 12, 2016.

### APPLICATION COMMITTEE

Vendor selection will be reviewed by a non-biased application committee organized by Heirloom FM Board of Directors

### ADMISSION CONSIDERATIONS

- A complete and timely application including signed affidavit, copies of appropriate licenses.
- Submission of all permits and licenses, including up-to-date health permits, affidavits and any market permits.
- An understanding of and adherence to the HFM mission.
- Priority is given to regional farmers & ranchers.
- Priority is given to unique local products & producers.
- The vendor's history with HFM markets
- Ingredient Sourcing –products available locally (Arizona grown, New Mexico)
- Market Needs, product balancing and space availability.
- Number of HFM markets at which vendor sells
- Attendance Record
- Number of years vendor has sold at HFM