

August 1, 2018

Dear Applicant,

Thank you for your interest in being a vendor at the Annual Chile Festival. We have already had an overwhelming response, but we do have a fixed amount of additional spaces on that day. We are now accepting festival applications but a submitted application does not guarantee that you will be accepted. We will contact you within 5 business days with a confirmation or denial. Payment will be collected the morning of the festival.

### PRICING

**ELECTRICITY** | Must be requested on Vendor Application.

- \$10 Per Vendor

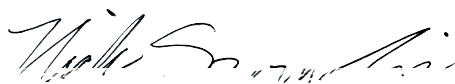
**WEEKLY RVFM VENDORS** | Attended RVFM a full month prior to Festival.

- 10x10 Booth – \$50 Per Vendor
- 10x10 Booth Under Awning – \$60 Per Vendor
- 10x10 Booth Under Artist Tent – \$55 Per Vendor

**ONE-TIME CHILE FESTIVAL**

- 10x10 Booth – \$70 Per Vendor
- Food Truck – \$70 Per Vendor

Sincerely,



Nick Szumowksi  
Director of Operations



**See you  
at the market!**

**WEDNESDAYS**  
Green Valley Village  
*Farmers & Artisans*  
101 S. La Cañada Dr.

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

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

**SATURDAYS**  
Rincon Valley  
*Farmers & Artisans*  
12500 E. Old Spanish Trail

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



# 17TH ANNUAL CHILE FESTIVAL – RINCON VALLEY

## 2018 VENDOR APPLICATION

Business Name:		Phone:	
Vendor Contact Name(s):			
Address:			
City:		State:	Zip:
Preferred Method of Contact:			
E-mail:		Cell Phone:	
Website Address:		Facebook Address:	
Other Markets & Events You Sell At:			
Do you require electricity?	<input type="checkbox"/>	Yes	<input type="checkbox"/>
		No	<i>*Note: \$10 Electrical Fee/Limited</i>
What are your preferred space requirements?			
<b>Vendor Type: Select One Category</b>			
<input type="checkbox"/>	Farmer/Rancher	<input type="checkbox"/>	Food Producer
<input type="checkbox"/>	Ready-To-Eat	<input type="checkbox"/>	Food Truck
<input type="checkbox"/>	Artisan/Craft	<input type="checkbox"/>	Fine Art
<input type="checkbox"/>	Service	<input type="checkbox"/>	Non-Profit
<b>Complete Description of Product(s) You Wish to Sell:</b>			
<b>Prepared Food Information - Please Check All That Apply</b>			
<input type="checkbox"/>	Yes, I personally oversee the production of my product(s).		
<input type="checkbox"/>	My products currently fall under the AZ Home Baked & Confectionary Goods Program.		
<input type="checkbox"/>	I have an up-to-date Health Department License and Pima County Food Handlers certificate— <b><i>Please Attach</i></b>		
<input type="checkbox"/>	My commercial kitchen for food processing is located at:		
<b>Artisan Craft Information - Please Check All That Apply – Preferred 75% of Items Handmade by Artisan</b>			
<input type="checkbox"/>	I personally make and oversee every item that I sell.		
<input type="checkbox"/>	I purchase products for resale.		
<input type="checkbox"/>	I make some products and purchase some products.		
	Percentage of items you produce:		Percentage of items you resell:
<input type="checkbox"/>	I intend to sell year-round	Starting:	To:
<input type="checkbox"/>	I intend to sell seasonally	Starting:	To:
If you are reselling products, are they considered <b>locally sourced or regionally distinct</b> ? Please Explain:			

## **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. (“HFM”) and \_\_\_\_\_ (“Participant”).

**WHEREAS**, HFM 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 HFM to participate at one or more of HFM’s farmers markets indicated below:

\_\_\_\_\_ Heirloom Farmers Markets Saturdays, Rincon Valley, Tucson, AZ

1. **NOW THEREFORE**, in consideration for HFM granting permission to Participant to participate at the farmers market indicated above, Participant agrees to:
  - a. Release, waive, discharge and covenant not to sue HFM or its officers, agents, administrators, board members, directors, employees, volunteers, other participants, sponsors, advertisers, affiliated entities and if applicable, owners, property managers, 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 HFM 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 HFM 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 HFM 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 MARKETS, INC.**

_____	_____
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# HEIRLOOM FARMERS MARKETS RULES & REGULATIONS

1. Market Application – All participants must provide the HFM Manager with a completed application form and the necessary documents requested within the application. All documents must be received prior to approval date of participation.
2. Vendor Qualification – Any producers of food products on agricultural lands, farms, and gardens are qualified vendors. Artisan Vendors will be juried on Local flavor and quality of goods offered.
  - 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.
  - c. Food Vendors must be the manufacturer or producer of the goods to be sold.
  - d. Craft, Artisan and Jewelry will be juried and items for sale must be handmade, crafted by artist represented and selling.
  - e. Artisan Import goods will be accepted under the following guidelines: products should be connected to the Southwest region and authentically sourced.
3. Vendor Exclusivity – There are 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. 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 HeirloomFM Market Manager. Vendor Parking is across the street from the barn on the North side of Old Spanish Trail along the fence.
5. Fire Lane – Located on the Northwest of the barn on the West side of the enclosed well it extends to Old Spanish Trail. Blocking of the fire lane is prohibited, unless unloading/loading for no more than 5 minutes.
6. Payment – Payment of vendor fees shall be collected by market manager the morning of the festival. Bounced checks will result in a \$20 charge. No refunds will given.
7. Space Assignment – There is no guarantee that the same space will be provided from years past. The assignment of spaces is determined by the Market Manager, however continuity of space assignment for the season is the objective. Ranchers and Farmers will be given preferred assignment according to electrical and shade needs.
8. Attendance – Vendors will be allowed to setup no earlier than 6am and must be setup and ready for business by 8:45am. Vendors are required to be open the entire duration of the festival 9am – 3pm. Any vendor that cannot attend the festival must notify Heirloom Farmers Market with a phone message or email notification 24 hours prior to the festival.
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. Food Samples – All samples must be provided in compliance with the regulations of the Pima County Health Department (PCHD) regarding such matters. Vendors offering samples are solely

responsible for obtaining and maintaining current and applicable sampling permits from PCHD and must provide them to the Market Manager upon request.

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 containers for refuse are located on the south side of the barn. Large boxes must be broken down before placing in recycling. Failure to maintain sales area, remove all refuse, leave area in orderly and clean condition or dispose of refuse properly will result in an initial written warning. Further violations will result in expulsion from the Farmers 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 Festival or Farmers 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 an act which is criminal, threatening, abusive, harassing, or discriminatory shall cause the vendor to be expelled immediately from the market.
17. Noise and Odors– Vendors shall not be allowed radios or loud music 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 – Vendors are responsible for their booth setup (tents, tables, chairs, displays, etc.) No boxes or signs may extend *into* the common customer traffic areas. Tent weights must be applied if inclement weather is forecasted.
19. Compliance – Vendors must remain in compliance with the above sections. Failure to do so may cause the vendor to be expelled from the festival and to be excluded from participation in future markets or events.

**I HAVE COMPLETELY READ, UNDERSTOOD, AND AGREE TO COMPLY WITH THE HEIRLOOM FARMERS MARKETS RULES AND REGULATIONS.**

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

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

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

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

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