

**Offices** 4502 N. 1st Ave. Tucson, AZ 85718 **Mailing** PO Box 65803 Tucson, AZ 85728 **Phone** 520.882.2157 **Fax** 520.300.7137 www.heirloomfm.org

June 1, 2018

Dear Applicant,

Thank you for your interest in becoming a vendor with Heirloom Farmers Markets at the Wednesday Green Valley Village Farmers and Artisans Market! We are proud to serve the many wonderful farms and food producers, artists and artisans, local businesses and patrons of Southern Arizona.

At HeirloomFM, our mission is to connect, educate and empower our community to create a healthy food system. Over the past 16 years we have cultivated a highly effective brand and built a large base of loyal customers who depend on our markets for the high quality, integrity and diversity of our vendors. HeirloomFM has been the catalyst for the growth and success of many small businesses. We have carefully prepared this year's artisan vendor application with the goal of continuing this tradition.

ALL vendors, regardless of past participation, must submit a completed 2018-19 application in order to be considered for the year. There is an open application period from June 1 through June 30 when applications may be submitted for the Winter season. Please note that a submitted application does not guarantee you will be selected for the Winter season. All vendors must submit a new application each year. Please complete this application as thoroughly as possible as it will help us to best determine vendors for the year. Applications may be submitted either in person at any of our markets, or by email, mail or fax.

The priorities for food vendor selection include, but are not limited to: locally grown and produced foods by the seller, 80% of the food products sold are grown and produced by the seller, ready-to-eat foods that meet customer demand, unique (but not oversaturated) product representation, and professional vendor conduct.

Although the emphasis will be on these criteria, it will not be to the exclusion of unique products that represent the Southwest, as well as products that meet the demands of customers. The new vendor lineup will be announced in August, allowing accepted and returning vendors to begin as early as September.

FALL SEASON | Market Hours: 9am - 1pm October 2018 - December 2018 \$25 per 10x10 space in higher traffic areas \$20 per 10x10 space in lower traffic areas



WEDNESDAYS

at the market!

**Green Valley Green Valley Village**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.

## SUNDAYS

Rillito Park
Food Pavilion
4502 N. 1st Ave.



WINTER SEASON | Market Hours: 9am - 1pm January 2018 - April 2019 \$30 per 10x10 space in higher traffic areas \$25 per 10x10 space in lighter traffic areas

SUMMER SEASON | Market Hours: 8am - 12pm May 2019 - September 2019 \$20 per 10x10 space in higher traffic areas \$15 per 10x10 space in lighter traffic areas

Each selected vendor will be assigned a designated space for the season. Space assignments are designated at the sole discretion of HeirloomFM Management and the Green Valley Village. *Please note that we do not guarantee space assignment from past years.* We look forward to bringing more of the highest quality, locally produced products available to the Green Valley community and surrounding areas, as well as continuing to foster positive relationships and experiences with our vendors and customers. Thank you for your continued support!

## VENDOR 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 2018-2019 market year is **July 1, 2018**. Late applications will only be accepted from local farmers or ranchers.
- Applicants will be notified of whether or not they are selected prior to launch of Winter season.

#### APPLICATION COMMITTEE

Vendor applications will be reviewed and vendor selection will be determined by the HeirloomFM management team and Board of Directors.

Please submit completed application and supporting documents, including signed waiver agreement and signed rules and regulations to the HeirloomFM Green Valley Application Committee:

#### **EMAIL**

application@heirloomfm.org

## MAIL

Heirloom Farmers Markets ATTN: Green Valley Vendor Application Committee PO Box 65803 Tucson, AZ 85728

Sincerely,

Brian Warde Board President Nick Szumowski Director of Operations

## 2018 – 2019 FOOD VENDOR APPLICATION

## HEIRLOOM FARMERS MARKETS | GREEN VALLEY VILLAGE

Busi	Business Name: Phone:															
Vendor Contact Name(s):																
Can we share your contact info with customers? (Check If Applicable) Phone Email								Email								
Add	ress:															
City: State: Zip:																
Preferred Method of Contact:																
E-mail: Cell Phone:																
Web	Website Address: Social Media Pages:															
Car	Info:	Year:			Ma	ke:		M	Model: License Plate #:							
Han	dicap	plate?		Yes		No	F	hysica	I/Med	dical Consi	idera	tions:				
Othe	er Farr	mers Mar	kets	You Se	II At:		1									
Do y	ou red	quire elec	tricit	.y?		Yes		No	*/	Note: \$2 E	lectri	ical Fee	/Per Mi	arke	et Day	
		ference		10x1	0 w/	Tent	5x:	10 w/S	mall T	ent/ Umb	rella		5x10	No 1	Tent/Umbrella	
Spac	ce con	sideration	ns? <i>ie</i>	e. shad	e, pl	acement							I		<u> </u>	
Ven	dor T	ype: Sele	ect A	All Tha	t Ap	ply										
Proc	lucer:				-	-			Prep	pared Foo	d:					
	Fruit	ts & Veget	table	es		Poultry				Processed Foods: Pasta, Soup, Etc.						
	Grains/Legumes Lamb								Baked Goods							
	Hon	еу				Goat				Coffee						
	<del>-   -   -   -   -   -   -   -   -   -  </del>								Tea							
	Dair	y/Cheese				Fish/Se	afood			Soaps/Lo	otion	S				
	Beef Nuts								Jams/Jellies							
Ready To Eat: Kitchen								Kitchen	nen Craft (Cutting Boards, Knife Sharpening)							
Complete Description of Product(s) You Wish to Sell:  Prepared Food Information - Please Check All That Apply																
Pre										•						
	Yes, I personally oversee the production of my product(s).  My products suggestly fall under the A7 Hams Baked 8 Confectionary Coods Program															
	My products currently fall under the AZ Home Baked & Confectionary Goods Program.															
	I have an up-to-date Health Department License and Pima County Food Handlers certificate— <i>Please Attach</i>															
	My commercial kitchen for food processing is located at:															
	My food products/prepared foods are certified organic. Please attach copy of certification.															
	I grow these ingredients that go into the making of my products:															
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:																

Farmer & Rancher Information											
	answers to these questions will help us in			ment	of grants in sup	port of	f your farm or ranch, and also				
help us determine your eligibility for the HFM <i>Real Certification*</i> .  Farm/Ranch Location & Acreage Under Tillage <u>or</u> Exact Location Where Produce/Meat is Sourced:											
Dista	ance to HFM (Average):		Is property:		Owned	Le	ased				
	u are a new farming applicant, please	e descr		philo							
	escribe any significant changes to you			pilic	sopny. II you	are a	recurring applicant, prease list				
List (	Certifications Held (Organic, Transition	nal, H	umane, Biody	namio	:, Etc):						
Dive	ersity Management – Please Ched	ck All	The Manage								
	Greenhouse		Heirloom Varieties								
	Value-Added Products		Seed Saving								
	Habitat Buffer Zones Contour or Strip Tillage										
Other Diversity Management Practices:											
Wat	ter Management – Please Check	All The				d:					
	Buffer Zones	Biofiltration	-			Trough Irrigation					
	On-Site Well		Municipal Water Other:								
	Drip Irrigation		Flood Irrigati	on							

## **GET REAL CERTIFICATION**

Heirloom Farmers Markets is a public service to support local agriculture and emphasizes the direct connection to building a sustainable regional farm economy. One of our initiatives is to help make your purchasing decisions easier by distinguishing who our Southern Arizona Farmers, Ranchers and Producers are at the markets.

To implement this, the Heirloom staff has visited many of the farms and ranches that are represented at our markets and we are amazed at the industrious, hard-working people who continue to do this significant work. We are very proud to offer this distinction and they are proud to display it. Simply look for a ruby red flag that hangs in each vendors' booth with one of the three vendor classifications, or visit the Vendor pages on our website for the classification insignia. If you have questions about the produce, the meat, the cheese – take a look around and you will easily spot the flags and can talk with your local producer.

If you should have any concerns or questions about how we came to define our vendor classifications, please come by the market information tent. We are always happy to speak with you! Just one more way to get REAL at Heirloom Farmers Markets.







#### **FARMER**

Those actively involved and invested in the planting, growing, and harvesting of agricultural product on owned, rented, leased, or sharecropped land. This category includes poultry, dairy, and fish. 80% of market produce & product should be planted, grown and harvested by the farmer to be considered for this classification. The 'Farmer' classification also includes value-added products made from a majority of their own farms' products.

## **RANCHER**

Those actively involved and invested in a principle of ranch land that they control through ownership, lease, rental or other legal agreement. These products must be raised on range grasses and plants with a minimum of 200 days in pasture, prairie or grassland. All meat and dairy products must be labeled in accordance with USDA (U.S. Department of Agriculture) and ADA (Arizona Department of Agriculture) requirements.

## **PRODUCER**

Those who sell processed or value-added foods such as honey, pickles, condiments, cheese, soaps, and charcuterie. These vendors grow, raise, catch, and gather the ingredients featured in their products.

# 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 Wednesdays, Green Valley Village, Green Valley, 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

HEIRLOOM FARMERS MARKETS, I	NC.	
Signature	Date	
Printed Name and Title of Person sigr	ning on behalf of Business	
Business Name	Business Address	
BUSINESS PARTICIPANT		
Print Name	Sign Name	Date
Print Name	Sign Name	Date
Print Name	Sign Name	Date
Print Name	Sign Name	Date

## **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. Goods must be produced within 150 mile radius of Green Valley, AZ.
  - d. Craft, Artisan and Jewelry will be juried and items for sale must be handmade, crafted by artist represented and selling. Exceptions will be authorized by Green Valley Village Management.
  - e. Artisan Import goods will be accepted under the following guidelines: products should be connected to the Southwest region and authentically sourced.
  - f. Green Valley Village merchants are guaranteed a space outside their Suite. Elsewhere, the Green Valley Village merchants may have a space at the discretion of HFM Management.
- 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. Market Times and Hours The HFM 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 HeirloomFM 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 for market day only.
- 7. Space Assignment There is no guarantee that the same space will be provided every week. 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 If any vendor cannot attend the Farmers Market, a verbal, text, or email notification must be given to the Market Manager 24 hours prior to the market. Continued failure to communicate may result in loss of space assignment.
- 9. HeirloomFM maintains a policy where after a third infraction, the vendor will be indefinitely suspended from the market.
- 10. 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.

- 11. 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.
- 12. 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.
- 13. Insurance Vendors are responsible for their own personal liability and/or product liability insurance.
- 14. 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 disposed into dumpsters onsite or be removed by vendor from property and disposed of elsewhere. Small trash receptacles at Green Valley Village are not to be used by Farmers Market vendors. 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.
- 15. 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.
- 16. Pets Vendors are not allowed to bring pets into the 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.
- 17. 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.
- 18. 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.
- 19. Booth Set-up & Display No boxes or signs may extend *into* the common customer traffic areas. Tent weights must be applied if inclement weather is forecasted. No signage or display can be tapped to property, including products like 3m Command Hook Tape.
- 20. Alcohol & Drugs No alcoholic beverages or drugs shall be allowed on and/or served on the Licensed Premises or Green Valley Village.
- 21. 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, 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: