

HEIRLOOM

FARMERS  MARKETS

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

October 1, 2018

Dear Applicant,

Thank you for your interest in becoming a vendor at Heirloom Farmers Markets. We are proud to serve the many wonderful farms, 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. 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 2019 application in order to be considered for the year. There is an open application period from October 1 through November 11 when applications may be submitted for 2019. *Please note that a submitted application does not guarantee that you will be selected for 2019.* 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, by email, mail, or fax.

	FALL SEASON Sep - Dec 9am - 1pm	WINTER SEASON Jan - Apr 9am - 1pm	SUMMER SEASON May - Aug 8am - 12pm
SATURDAY Rincon Valley Artisan Spaces	\$20 - 10x10 Non-Shaded \$25 - 10x10 Shaded \$35 - Barn Stall \$25 - Barn Aisle	\$20 - 10x10 Non-Shaded \$25 - 10x10 Shaded \$35 - Barn Stall \$25 - Barn Aisle	\$20 - 10x10 Non-Shaded \$25 - 10x10 Shaded \$35 - Barn Stall \$25 - Barn Aisle

The priorities for artisan vendor selection include, but are not limited to: locally handmade and produced arts and crafts made by the seller, 80% of the products sold are made by the seller, 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.

Each selected vendor will be assigned a designated space for the season. Space assignments are designated at the sole discretion of HeirloomFM Management. *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 Tucson 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!



See you
at the market!

WEDNESDAYS

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.



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 2019 market year is **November 11, 2018**. Late applications will only be accepted from local farmers or ranchers.
- Applicants will be notified of whether or not they are selected by December 1, 2018.

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 Vendor Application Committee:

EMAIL

application@heirloomfm.org

MAIL

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

Thank you again for your time in thoroughly completing the vendor application. We look forward to making 2019 our best year yet!

Sincerely,



Brian Warde
Board President



Nick Szumowski
Director of Operations

2019 ARTISAN VENDOR APPLICATION

HEIRLOOM FARMERS MARKETS | RINCON VALLEY

Business Name:				Phone:			
Vendor Contact Name(s):							
Can we share your contact info with customers? (Check If Applicable)				Phone		Email	
Address:							
City:			State:			Zip:	
Preferred Method of Contact:							
E-mail:				Cell Phone:			
Website Address:				Social Media Pages:			
Handicap plate?		Yes	No	Physical/Medical Considerations:			
Other Farmers/Artisans Markets You Sell At:							
Do you require electricity?		Yes	No	<i>*Note: \$2 Electrical Fee/Per Market Day</i>			
Space Preference:		10x10 Non-Shaded		10x10 Shaded		10x10 Barn Space	3x6 Barn Aisle
Photos Of Your Crafts & Booth:		Hard Copies Included		Attached To Email		No Photos Included	
Vendor Type: Select One Category							
Clothing/Accessories		Health/Wellness		Home Goods		Jewelry	
Misc.		Oils/Lotions/Soaps		Pet Products		Photography/Fine Art	
Rugs/Blankets		Pottery/Ceramics		Yard Art		Services	
Complete Description of Product(s) You Wish to Sell:							
Artisan Craft Information - Please Check All That Apply							
<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:		
Years in Business:			How did you get started?				
If you are reselling products, are they considered locally sourced or regionally distinct ? 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:

- ___ Trail Dust Town Farmers Market, Trail Dust Town, 6541 E. Tanque Verde Rd.
- ___ Oro Valley Farmers Market, Steam Pump Ranch, 10901 N. Oracle Road
- ___ Rincon Valley Farmers & Artisans Market, 12500 E. Old Spanish Trail
- ___ Rillito Park Farmers Markets, Rillito Park Food Pavilion, 4502 N. 1st Ave

1. **NOW THEREFORE**, in consideration for HFM 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 HFM 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 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. Goods must be produced within 150 mile radius of Tucson, AZ.
 - 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.
 - f. Re-Sellers – individuals selling brokered produce exclusively will not be considered farmers or producers and need not apply.
3. All vendors must display vendor permit at all times during market hours. If permit is not displayed or is lost, vendor must fill-out: permit lost form and receive a day pass before set-up.
4. 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.
5. 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.
6. 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 Heirloom Farmers' Market, Market Manager.
7. 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.
8. 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.
9. 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.
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 removed by vendor from property and disposed of elsewhere. Garbage cans located along the Loop Trail at Steam Pump Ranch and Rillito Park 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. Hygiene and Sanitation - Vendor spaces must be maintained and 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 located along the Loop Trail at Steam Pump Ranch and Rillito Park 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
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.
22. FMNP/WIC Participation- All growers, farmers and food producers wishing to participate in either, or both, the Farmers Market Nutrition Program (FMNP), or the Women, Infant and Children program (WIC) do so voluntarily and are expected to comply with the rules and regulations established by those programs, including- but not limited to:
 - a. Attending all required trainings
 - b. Submitting a completed application, on time
 - c. Submitting crop plans as required

- d. Prohibit resale transactions with FMNP Payment Instruments
- e. Limit resale of fresh produce
- f. Support FMNP rules (as a market)
- g. Displaying prices and program signage at approved markets
- h. Offering program participants the same courtesies as other customers.
- i. Complete program rules can be found
online: <https://azdhs.gov/documents/prevention/azwic/fmnp/fmnp-growers-manual.pdf>

**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: _____