



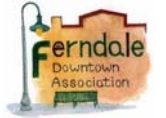
FERNDALE FARMER'S MARKET

April 17th - October 9th

2010 Vendor Application

Our Mission: To support and promote local farmers, ranchers, businesses and artisans' in a friendly atmosphere, while enhancing community interaction and education.

In partnership with:



APPLICANT/VENDOR INFORMATION:

Date: _____ **Name:** _____

Company Name: _____ **WA State UBI#:** _____

Mailing Address: _____

Phone: _____ **Alternate Phone:** _____

Email: _____ **Website:** _____

Number of 10x10 booth spaces requested: _____ (3 spots maximum) **Power:** _____ **YES** _____ **NO**

VENDOR CATEGORY:

Farmer/Produce*‡ **Handmade Arts/Crafts‡** **Food Vendor*** **Resale Crafts‡**

Commercial/Informational **Non-Profit/Organization** **Other** _____

Brief listing/description of items being sold: _____

‡ Made in: ___ Whatcom ___ WA/Lower BC ___ U.S. ___ Elsewhere _____

Note: *Farmer/Produce & Food Vendors must obtain all necessary permits and be in compliance with the Whatcom Co. Health Dept.

REQUIRED PERMITS, AGREEMENTS, & LICENSES :

Hold Harmless Agreement

Market Agreement

If applicable:

Food Handler Permit# (required to serve most foods or samples)

Food Permit

WSDA Food Processor's License# (for preserved foods)

(See WSDA at www.agr.wa.gov or the WC Health Dept at www.co.whatcom.wa.us/health/index.jsp to find out what applies to your business)

MARKET BOOTH FEES:

No Fees will be assessed in 2010.

Vendors are allowed to contribute donations to be used for advertising the market at their own discretion.

MARKET DAYS:

(Please **check** which market days you are committing too)

<u>April:</u> __ Sat. 17th __ Sat. 24th	<u>May:</u> __ Sat. 1st __ Sat. 8th __ Sat. 15th __ Sat. 22th __ Sat. 29th	<u>June:</u> __ Sat. 5th __ Sat. 12th __ Sat. 19th __ Sat. 26th	<u>July:</u> __ Sat. 3rd __ Sat. 10th __ Sat. 17th __ Sat. 24th __ Sat. 31st	<u>August:</u> __ Sat. 7th __ Sat. 14th __ Sat. 21st __ Sat. 28th
<u>Sept:</u> __ Sat. 4th __ Sat. 11th __ Sat. 25th	<u>October:</u> __ Sat. 9th	**Blackout Saturday's are as follows: 9/18, 10/2		

Booth locations will be assigned by the Market Manager. Previous years vendors will receive priority.
Requested location: _____

Market hours of operation are from 9:00am to 3:00pm. Please have your booth set up and ready for customers at 9:00. Market operates rain or shine.

All vendors are required to have their canopies sufficiently and safely anchored to the ground from the time their canopy is put up to the time it is taken down. Any vendors who fails to properly anchor his or her canopy will not be allowed to sell at the farmers market on that day.

Completed application forms, with fees and all required forms need to be received no later than April 9th, 2010 or one (1) week prior to your first market date to:

Ferndale Farmers Market
Attn: Lisa Garrison
PO Box 1264 / 5683 2nd Ave.
Ferndale WA 98248
(360) 384-3042

Ferndale Farmer's Market

2010 GENERAL RULES & VENDOR AGREEMENT

1. The location of the Ferndale Farmer's Market is between Main Street and Cherry Street along the west bank of the Nooksack River in Centennial Riverwalk Park. Vendors may sell directly to the public in accordance with city and state regulations.
2. The Market is held from April 17th through October 9th, 2010 with 24 days total of operation. These days consist of varying Saturdays (see exact schedule of days under Market Days on page 2 of application). Hours of operation are from 9 a.m. to 3 p.m. **rain or shine**. Vendors must be set up and ready to sell by 9 a.m. No loading will be allowed from the Alder Street entrance after 9 a.m. No selling will be allowed before 9 a.m.
3. The vendor must provide his/her own equipment, supplies and materials, such as their own tables, canopies (white only – 10' x 10'), canopy weights (25# on each non-anchored leg), and boards/tables from which to sell their products. All vendors must supply sacks or other containers for product sales. Vendors are encouraged to use eco-friendly and/or re-usable bags for their products.
4. All vendors are required to display their names and addresses at their market table during Market hours. The vendors will not be allowed to have off premise signs. All vendor signs will need to be located within two feet of the entrance to vendor's booth. No "A-Boards" or other signage may protrude into the walk path or impede walking traffic along the Centennial Riverwalk. A copy of the WA State Business license must be displayed in a plastic sleeve in each vendor booth.
5. Vendors will sign and submit Hold Harmless agreement prior to being granted space at the Market.
6. No generators are allowed at the Market.
7. Vendors shall present a clean, hygienic personal appearance to reflect positively on the Market. Vendors should project a positive, friendly behavior during Market hours. Please take note that stall areas must be kept tidy throughout each Market day and must be left clean at the end of the Market day.
8. The Market shall be a smoke-free environment.
9. If asked, vendors must be able to provide information regarding pesticides, herbicides and fertilizers used.
10. All prepared foods must be completely covered, wrapped, bagged or boxed and meet compliance standards of Whatcom County Health Department located at 509 Gerard St. Bellingham, WA or go to: www.co.whatcom.wa.us/health/index.jsp
11. All apiary products or any processed food must be labeled in accordance with state standards.
12. Vendors shall maintain and remove their own trash receptacles from their assigned location. City receptacles must not be utilized by individual vendors.
13. Vendors handling food items must comply with all State of Washington Health Department rules and regulations, and have proof of a State of Washington Food Handlers Permit, if applicable.
14. All businesses selling processed foods must obtain a Food Processors license from the WSDA Food Safety Program. Once licensed through the WSDA, sale of packaged non-potentially hazardous foods is exempt from the Washington State Retail Food Code (Chapter 246-215 WAC). Sampling these products requires a Whatcom County Food Demonstrator's Permit.
15. Specific items which may NOT be sold are homemade butter, raw milk, open-faced pies, home-canned fruits or vegetables (hermetically sealed containers), salsa, home canned pickles or any potentially hazardous foods.
16. Vendors (Farms/Produce & Food) shall not have pets, birds, or animals in the Market where food is sold. Persons requiring a service animal shall have the right to be accompanied by a service animal under control and especially trained for this purpose, in any public place.

17. No firearms, weapons, drugs or open alcoholic beverages or drugs will be allowed in the Market. Anyone disturbing the peace will be asked to leave.
18. No loud or abusive language is allowed in the Market area.
19. All items for sale must be visibly labeled with prices. Scales need to face the public. It is not our policy to dictate prices; however, it's in the interest of all vendors to price produce fairly.
20. Participants should bring enough product to last until the end of the Market day. If a vendor sells out early, they may leave before closing, but must notify the Market Manager before leaving.
21. Craft products must be hand-made by the vendor. Vendors are responsible for understanding and abiding by all local, State and Federal laws regarding the sale of their products.
22. Political/Religious activities- The Market is not a forum for political or religious activities. Permission will not be issued to persons or organizations wishing to campaign or proselytize.
23. "No shows" may result in loss of priority space or opportunity to participate in the Market. Cancellations must be made within 48 hours.
24. The City of Ferndale, Ferndale Chamber of Commerce, and Ferndale Downtown Association is in agreement with these Rules and delegates the authority to the Ferndale Farmers Market Manager to enforce these rules on their premises during Market hours.

Ferndale Farmers Market Vendor Agreement

As a vendor at Ferndale Farmer's Market, I agree to the following:

- ✦ I have read and understand the Ferndale Farmer's Market Rules.
- ✦ I have attached a copy of my Food Handlers Permit (and those who will be selling with/for me)
- ✦ I agree to abide by the Ferndale Farmer's Market Rules 2010.
- ✦ All produce items sold by me at the Market have been produced by me at the address(es) below unless prior agreement with Market Manager for sale of non local items (such as fruits from Eastern Washington) has been approved. Where the items come from must be listed clearly at my table as "Non Local" Grown in or at (here). If two unrelated persons are sharing a stall, both must sign an agreement.
- ✦ I hold harmless the City of Ferndale, Ferndale Chamber of Commerce, Ferndale Downtown Association, the Ferndale Farmer's Market, and its officers and agents. (Signed Hold Harmless Agreement attached).

I understand the City of Ferndale, Ferndale Chamber of Commerce, Ferndale Downtown Association, and the Ferndale Farmer's Market does not carry insurance for the Market or for any vendors participating in the Market.

Vendor Business Name: _____

Vendor Signature: _____

Vendor Name (print): _____

Date: _____

Ferndale Farmer's Market
Hold Harmless and Indemnification Agreement

This Hold Harmless and Indemnification Agreement is entered into, this ____ day of _____, 2010, by and between the City of Ferndale, a Washington municipal corporation (hereafter referred to as "The City"), the Ferndale Chamber of Commerce, the Ferndale Downtown Association, AND _____ (hereafter referred to as "The Vendor")

In consideration of The Vendor's use of the Ferndale Farmer's Market facility at the Centennial Riverwalk Park location, owned and maintained by The City, which consideration The Vendor agrees is sufficient, The Vendor does hereby agree as follows:

1. The Vendor understands and acknowledges that The City does not and it is not the responsibility of The City to supervise the actions of The Vendor or the operations or actions of the Ferndale Farmer's Market. The Vendor agrees that The Vendor should be fully and completely responsible and liable for all acts, omission, and activities undertaken or conducted by The Vendor at the Ferndale Farmer's Market.
2. The Vendor hereby agrees that it will undertake and conduct all activities for the purpose of selling goods and services at the Ferndale Farmer's Market, or undertake and conduct any activities associated in any manner with the Ferndale Farmer's Market in full compliance with all state and local rules and regulations, including but not limited to the regulations pertinent to the operation of the Ferndale Farmer's Market, Farmer's Market Rules 2010, which Farmer's Riverwalk Rules 2010 are incorporated herein and made a part of this Hold Harmless and Indemnification Agreement.
3. The Vendor hereby agrees and shall, at The Vendor's cost and expense, protect, defend, indemnify, and hold harmless The City of Ferndale, the Ferndale Chamber of Commerce, the Ferndale Downtown Association, its employees and agents, from any and all costs, claims, liabilities, obligations, claims for liens, penalties, actions, costs and expenses (including without limitation attorney fees, costs, and expenses of litigation), loss of business income, death or injury, judgments or awards of damages arising out of or in any way resulting from the acts or omissions of The Vendor, its employees, officers, invitees, contractors, subcontractors, guests or agents arising or due to any failure on the part of The Vendor to perform or comply with any rule, ordinance, regulation or law. By way of example and not of limitation, of the foregoing, The Vendor shall protect, defend, indemnify, and hold harmless The City of Ferndale, the Ferndale Chamber of Commerce, the Ferndale Downtown Association, its employees or agents, from any and all costs, claims, judgment or awards of damages resulting from The Vendor's (or employees, agents or representatives) negligent acts or omissions; intentional acts or omissions; any liability arising from or failure to comply with the terms of this agreement, all as may be amended from time to time.
4. If the undersigned, in operating as a corporation, limited liability company, limited partnership, or other legal entity duly established and licensed in the State of Washington, then in such event, The Vendor and The Vendor's officers, directors, members and/or partners shall, in addition to The Vendor, be personally liable and obligated under the terms and conditions of this Hold Harmless and Indemnification Agreement, and each of the officers, directors, members and/or partners hereby guarantee that they are personally liable and obligated under the Hold Harmless and Indemnification Agreement to The City of Ferndale, the Ferndale Chamber of Commerce, and the Ferndale Downtown Association. Each of the officers, directors, members and/or partners of The Vendor, personally and individually sign this agreement.

I have reviewed the above Terms and conditions of the Hold Harmless and Indemnification Agreement and have asked questions about the same with my legal counsel, and if I have not done so, it is because I have chosen or declined to do the same.

Print Name: _____

Signature: _____

Company Name: _____