**Gillette Winter Farmers' Market Merchant Agreement 2017-18**

**Payment will be accepted month by month**

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

Vendor/Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Items to be Sold: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Farmers Market Dates: (Check all that apply)**

\_\_\_November 18 \_\_\_March 17

\_\_\_December 16 \_\_\_April 21 (GLEE Market at Camplex)

\_\_\_January 20 \_\_\_May 19

\_\_\_February 17 \_\_\_June 16

**Farmers Market Space:**

\_\_\_1 10X10 ft \_\_\_$10 per date

Space

\_\_\_2 10X20 ft \_\_\_$20 per date

Space

\_\_\_3 10x30 ft \_\_\_$30 per date

Space

\*Actual booth size may vary upon location.

**Concession Space: (does not include sales of food items serviced under the Wyoming Food Freedom Act)**

\_\_\_1 10X10 ft \_\_\_$15 per date

Space

\_\_\_2 10X20 ft \_\_\_$30 per date

Space

\_\_\_3 10X30 ft \_\_\_$45 per date

Space

\*Actual Booth size may vary upon location.

\*\*Concession Space is a booth that is serving a variety of fast food, junk food, French fries, ice cream, popcorn, pizza, hot dogs, snow cones, cotton candy etc.

**Debit & Credit Cards are accepted at the Farmers’ Market (**$2.00 additional fee will be charged for debit/credit)

**Check payable to Gillette Farmers’ Market**

**\*\*\*No refunds will be issued during the season\*\*\***

**GENERAL VENDOR GUIDELINES:**

1. Market is located inside the Gillette Tech Center.
2. Hours of operation are 9 am to 12 pm on the third Saturday of the month, November through June.
3. Set-up starts at 8:00 a.m., and I will be present in my booth and ready to greet customers by 8:45 am.
4. Vendors are responsible for their booth space, and will provide their own table(s), chairs, and supplies. Vendors will also sweep and clean up any trash around their selling area upon closing time.
5. Vendor fees are non-refundable.
6. All correspondence will be conducted via email and vendors must provide a legitimate email address to the Market Manager.
7. Vendors will openly and honestly answer questions about products to Market Managers, Department of Health officials, and customers.
8. Vendors are encouraged to obtain and carry their own insurance.
9. The Market Manager will have final approval of all vendor participation and final authority on site to interpret and enforce rules and regulations.
10. Vendors not complying with instructions or rules of the market will be considered in material breach and default of the agreements, and may be asked to vacate their premises immediately.
11. The Market Steering Committee may at its sole discretion revise the Rules and Regulations, and may alter operations of the market at any time.
12. Vendors agree to comply with the rules of the market and abide by the final decisions of the Market Manager
13. The Market Manager reserves the right to reject any application.
14. Vendors shall sell only items that have been approved on the application submitted. The market has sole discretion to add or delete items from the list, and unacceptable merchandise will not be sold at the market.
15. All vendors must submit weekly sales totals to the Market Manager. Vendor sales will be used to determine the markets effectiveness.
16. The vendor is solely responsible and liable for any claims and damages resulting from the sale of unsafe, unapproved, or unsound goods.
17. All vendors, without exception, must sign the Indemnity Agreement before they can sell at the market

**INDEMNITY AGREEMENT:**

In consideration of acceptance of this application, the undersigned (if the undersigned is a group, each and every member of the undersigned participating in the Gillette Farmers’ Market Event), hereby release(s) and forever discharge(s) and hereby grant to indemnify and hold harmless the Market Manager (Gillette Farmers’ Market), the Gillette Tech Center, its owners and officers, the City of Gillette, each and every one of their officers, directors, members, managers, agents, and employees of and from:

Any and all loss, claim of loss, liability of damage arising out of any personal injury or property damage occurring to the applicant (or any individual of which the applicant is comprised).

Personal injury or property damage occurring to any third person or entity arising out of, directly or indirectly, the participation of the applicant is the responsibility of that applicant. The applicant, hereby referred to as vendor, assumes all risks incurred and agrees to pay for any and all attorney fees including those of the Market Manager, its board, sponsors or co-sponsors. The vendor agrees to be in compliance with all the rules and regulations, including non-compliance penalties, and agrees to abide by all current laws, ordinances and statutes of the City of Gillette, Campbell County, and the state of Wyoming as currently exist or as may be amended in the future.

By signing this document, I acknowledge that I have read and will comply with the rules of the Market and the market regulations as written and will acknowledge the authority of the Market Manager to enforce these rules. I understand that this statement holds true for the entire Gillette Farmers' Market Winter season from November & December 2017 through June 2018. The undersigned represents the person(s) of which the applicant comprised.

**Vendor/Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Please sign and return to the Market Manager or mail to Gillette Farmers’ Market, Attn: Hannah Johnson, 412 S. Gillette Ave, Gillette, WY 82716.

**Gillette Winter Farmers' Market Merchant Rules**

**2017-2018**

**MISSION:**

The Gillette Farmers’ Market seeks to build a vibrant and inclusive community market that promotes the development of our regional food system; supports local farmers, ranchers, producers, and artisans; and provides high quality food to all residents of our community

**DATE & TIME**:

Sale days will be held on the third Saturday of the month beginning on November 18, 2017 and running through June 16, 2018 from 9:00 am to 12:00 pm.

**LOCATION:**

Market will be held inside the Gillette Tech Center located at 3251 S 4J Road except at noted below:

The first Winter Farmers’ Market held on November 18, 2017 will be located inside the George Amos Memorial Building – 412 S Gillette Ave

The April 21 market will be held at the Cam-Plex in conjunction with the Garden and Landscape Educational Expo (GLEE).

**VENDOR TYPES:**

The Winter Farmers’ Market will not have season vendors. All vendors will be categorized as weekly vendors. Booth fees will be collected each month on the morning of market. Booth space will be assigned by Market Managers based on availability. This space may vary from week to week.

**BOOTH PAYMENT:**

Booth payment must be made with cash, check, or debit/credit card. A $2 fee will be assessed for all credit/debit card transactions. Tokens cannot be used for booth payment. Payment will be collected on the day of market.

**SOCIAL MEDIA:**

We invite and encourage merchants to use the Gillette Saturday Farmers’ Market Facebook page to post when you’ll be at the Market and what you plan to sell. We have over 2,200 followers so this is a great way to advertise and promote your farm, ranch, or business. Find us on Facebook: @GilletteSaturdayFarmersMarket

**MARKET CODE OF CONDUCT**

Market’s minimum expectations for all market vendors are that they be reliable, be set up to greet customers for the opening of market by 8:45 am, and keep a good, positive attitude for the duration of the market hours. Market vendors are expected to meet these expectations, in addition to complying with the market rules and regulations, to be allowed to continue to participate at the market.

Harmful remarks made about producers or the market are subject to legal liability for damages.

Incidents of unruliness and verbal disdain will not be tolerated and will result in immediate and permanent expulsion from the market.

Concerns or complaints may be discussed with the Market Manager on-site before or after market hours. If for any reason they are unable to resolve the issue, they will contact the Market Steering Committee to discuss possible solutions.

1. The market and immediate vicinity is a “Family Friendly” area and all are expected to act appropriately. Yelling, swearing, name-calling, slanderous remarks, and other rude behavior will not be tolerated.
2. Vendors are required to wear shoes and shirts at all times. Vendors should wear clean clothing and present a professional appearance.
3. Vendors are required to display products in a sanitary, presentable and attractive manner
4. Vendors may not smoke in any vendor area. Smoking must take place off the premises or in your personal vehicle
5. Foul language, profanity, or other rude behavior is not permitted.
6. Possession of firearms or consumption of alcohol or use of drugs, or operating under the influence is not permitted and is grounds for permanent eviction from the market. This is a requirement of our agreement with Gillette College.
7. Vendors must be honest and knowledgeable about the product, how it is used, and grown or produced, and communicate that clearly to the customers

**Noise, Disturbance and Intrusion**:

No loud noises will be allowed at any market or during set-up hours. Radios and music performances may be allowed with permission from Market Manager. Although no loud hawking, barking, or shouting to promote products is allowed, occasional product broadcasting into the market aisle in a conversational level voice is allowed and encouraged. All product promotion must occur within the space assigned or immediately in front of the producer and not in any common area. Signs and promotional items must be contained or handed out directly in front of the producer’s assigned booth and not exceeding more than 2 feet into common area. Disruptive action and the throwing of anything in the market are prohibited. Any disruption to the common area will result in a verbal warning.

All well-mannered dogs on a leash are welcomed in the market. If your dog is causing a disturbance you will be asked to leave.

All children must be accompanied by an adult at all times.

**Failure to follow the above Code of Conduct will result in the immediate and permanent expulsion of the vendor from market.**

**GENERAL POLICIES**

**NON-DISCRIMINATION:**

The market expressly prohibits any and all discrimination at any level of the Market based on race, creed, color, religion, national origin, ancestry, marital status, gender, sexual orientation, age, physical, disability, veteran status, or political service or affiliation.

**VENDOR ACCEPTANCE:**

Vendor acceptance is finalized by the Market Manager. Please understand that some vendors and/or products may not be approved (see criterial below), as we are working to create a well-rounded and well-balanced market. The Market Manager reserves the right to reject any application.

Required applications, permits, licenses, and fees must be complete before vendors will be allowed to participate in the market.

**FOOD ITEMS:**

All food items sold at the Farmers’ Market should be locally produced. “Local” is defined as Wyoming and any state bordering Wyoming. Items that are not locally produced as defined above will be considered on a case-by-case basis.

**NON FOOD ITEMS:**  must meet the following criteria:

1) Non-food items sold at the Farmers’ Market must be homemade and/or handcrafted.

2) Other resale items will be considered on a case by case basis.

3) Antiques, secondhand goods, and other “flea market” style items will not be allowed.

Only vendors who sell handmade, homemade or homegrown items will be approved. Market staff has the right to ask vendors to remove any unapproved items from their booth.

**BOOTH ASSIGNMENT:**

The market will work to ensure all vendors have an appropriate booth space. Our goal is to provide the citizens of Campbell County a wide variety of goods at the market. Booth spaces are assigned on a first-come, first-serve basis. Vendors are generally allowed to remain in the spot designated to them. Changes in booth spaces must be discussed and approved with the acting Market Manager. We will work with you to find a space that works for you, but reserve the responsibility and the right to arrange the market and the limited space available with safety and fairness in mind. If you will not be able to attend the Market on a Saturday which you have reserved, please call one of the Market Managers to give them advance notice.

**GREEN TOKENS:**

All Gillette Farmers’ Market vendors are required to accept green tokens. Green Tokens are issued to customers that have paid for them using a debit/credit card at the Market Information Booth. Green Tokens can be redeemed at the Market Information Booth and a check will be issued at the end of each market day.

**BLUE $1 and BLACK $2 SNAP TOKENS:**

Only approved vendors can accept SNAP Tokens at the Gillette Farmers’ Market (on approved purchases). Approved vendors can accept SNAP Tokens for payment, and will be reimbursed for those SNAP sales at the end of each market. Please DO NOT ACCEPT blue SNAP tokens if you have not completed a SNAP contract. If you take SNAP tokens as payment and have not signed a SNAP contract, Market will not be able to reimburse you.

**FUNDRAISING:**

Fundraising opportunities are available for nonprofit organizations. Items offered for sale will be by approval only and must meet the definition of Food Item or Non-Food Item described above. Non-profit fundraising vendors will be charged $5 per booth space and non-profit concession vendors will be charged $7 per booth space. Acceptance will be determined by Market Steering Committee. No political fundraisers are allowed at market.

**MARKET DAY**

**SETUP & TEAR DOWN:**

* Setup begins at 8:00 a.m.
* Vendors are required to be present in their space and ready for business by 8:45 a.m.
* No sales will be allowed before 9:00 a.m. and at **9:00 a.m. the bell will ring and business can begin.**
* There will be no tearing down of booths until after 12:00 p.m., unless the market manager gives permission to do so. This allows time for the customers to exit safely.

**SALES AREA:**

The sales area will be located inside the Gillette Tech Center, except as otherwise noted. All merchants are responsible for bringing their own table, chairs, change, signage, cash boxes, etc. Vendors must supply all materials and containers for customer sales. Each merchant is required to clean up after themselves at the end of each Farmers Market. A fee of $15 will be billed to venders that do not clean up their booth area.

*If you require access to electricity, please let the market manager know one week prior to market day. Vendors will have access to potable water and restroom facilities.*

**MARKET, STATE, and FEDERAL REGULATIONS**

Vendors and their employees are responsible for informing themselves about and complying with federal, state, and local health regulations and licensing requirements governing the production, display, distribution, sampling, and sale of their products. This includes the collection of applicable sales tax. The notes and guidelines contained within this document are included as a courtesy, but do not take precedence over the law or accepted government policy.

We expect all of our vendors to follow applicable laws to protect the health and safety of everyone who comes to the market. Expect to see Public Health officials at our market. Welcome them and thank them for helping us to conduct a safe and healthy market.

Wyoming Consumer Health Services:

http://wyagric.state.wy.us/divisions/chs/contacts

Tel: (307) 686-8036

**HOME-PREPARED FOOD REQUIREMENTS**:

All home-prepared food products, defined as food that is 1) prepared in a private home kitchen that is not licensed, inspected, or regulated and 2) made WITHOUT meat\* or wild game, must meet all applicable requirements. Merchants are responsible for complying with all necessary food regulations and meeting applicable labeling requirements prior to selling their food items.

\*Please see the Wyoming Food Freedom Act (link provided below) for specific information on the types of allowed foods, preparation requirements, and relevant exemptions (including the USDA Poultry Exemption).

Merchants who are selling home produced food items under the Wyoming Food Freedom Act are required to inform the end consumer that the product being sold is not licensed, regulated, or inspected. Our market requires that all vendors meet this obligation by:

1. **Displaying a sign that reads “This food item has not been licensed, packaged, regulated or inspected” within the merchant’s booth; AND**
2. **Affixing a label stating “Home-produced without inspection” to all home-prepared food items.**

**HOME-PREPARED FOOD LABELING:**

Additionally, the Market requires that all home-produced food items have labels stating:

* Name of product
* Ingredient list
* Producer’s name, address, and phone number
* Produced on: (insert date)
* Refrigerate after opening (if applicable)
* Along with the statement: ”Home-produced without inspection”

All foods must be properly labeled. No un-labeled packaged or processed foods are allowed.

For more information about the Wyoming Food Freedom Act please refer to the Q&A available at: <http://wyagric.state.wy.us/divisions/chs>

**LICENSED FOOD VENDORS:**

All licensed food vendors are encouraged to bring and display their license at market.

**RAW, UNPROCESSED PRODUCE:**

Unprocessed whole fruits and vegetables can be sold at Market. An inspected and approved facility must be used to process fruits and vegetables. Examples of processing include: cutting, slicing, dicing, or freezing.

**RESALE OF PRODUCE:**

Resale of produce is permitted; however, a food distributor’s license is required by the Wyoming Department of Agriculture to sell any agricultural product bought from another source. The initial fee for the license is $100.00 and can be renewed annually for $50.00. Resellers of produce must display a sign clearly indicating that they are not the grower of the produce. No produce purchased at any retail outlet, even at a reduced cost, can be resold at the market.

**UNGRADED EGGS:**

Ungraded eggs must be held at 45°F or colder at all times. The carton must be labeled “Ungraded Eggs” and include the producer’s name, address, and telephone number, packing date, and the statement “Keep Refrigerated” if not already on the carton. Cartons may only be reused if they are clean and in good condition. All wording and dates on reused cartons should be completely marked out. Cartons with the USDA grade shield can NOT be used.

**SAMPLING:**

Food products produced at home under the Wyoming Food Freedom Act and whole, uncut produce offered for free as a sample do not require a sampling license.

All other licensed and regulated food and beverage samples, and any raw produce that has been physically altered by cutting, dicing, slicing, etc. offered to the public as a sample require a Temporary Establishment Sampling License.

A Temporary Establishment Sampling License can be obtained from the Wyoming Department of Agriculture for $25.00.

The Gillette Farmers’ Market requires all vendors offering samples to use the following food safety practices to prevent any contamination to food:

* Samples must be covered or otherwise protected from environmental contamination.
* Minimize your bare hand contact with the food by using single service items and clean utensils.
* If single service gloves are used, change the gloves often to prevent soiled gloves from cross-contaminating samples and remember to wash hands between changing gloves.
* Use single service items to distribute samples to customers. Examples are paper plates, cups, napkins, plastic utensils or toothpicks. The customer can then dispose of the single service items once the product is consumed.
* Provide a waste receptacle.
* Use food-grade storage containers and packing materials.

**Safe food handling and practices must be in use at all times during the market. If the market manager feels a merchant is mishandling product they will be given a verbal warning. Please refer to the links below for safe food handling laws.**

Consumer Health Services (CHS) - Food Safety: <http://wyagric.state.wy.us/divisions/chs/food-safety>

CHS – Food Care: <http://agriculture.wy.gov/images/stories/pdf/chs/foodrule/chapt32012.pdf>

CHS – Wyoming Food Freedom: <http://wyagric.state.wy.us/divisions/chs>

**WEIGHT PRICING REGULATIONS:**

If you choose to sell your produce by weight, you are required to have a certified scale with an affixed tested and approved seal from the Wyoming Department of Agriculture. You are also required to obtain a weights and measures license from the Wyoming Department of Agriculture. The annual fee for this license is $25.00 and can be obtained by contacting the Wyoming Department of Agriculture Technical Services Division at (307) 777-7324. If you do not have an approved scale and wish to sell, you may do so by selling per sack or pricing items individually.

**PLANTS & SEEDS:**

All seeds and plants sold at the Farmers’ Market must comply with Wyoming Seed Laws, Rules, & Regulations, and Wyoming Nursery Stock Laws, Rules, & Regulations, respectively. A seed dealer’s or nursery stock dealer’s license may be required. For more information, contact the Wyoming Department of Agriculture’s Technical Services at (307) 777-7321.

**NON-FOOD ITEM REQUIREMENTS - TAX ID NUMBER:**

Each merchant selling non-food items is responsible for obtaining their own Tax ID Number and for paying sales tax to the State of Wyoming. If you plan to sell any non-food items at the Farmers’ Market during this season, you are required to collect sales tax and pay it to the State of Wyoming. This is required by W.S. 39-15-103(a)(A). Market will not involve itself in collection, audit, or other related sales tax activities. You may contact the local Wyoming Department of Revenue Excise Tax Division office in Gillette at (307) 777-5542 for more information.

**OUT OF STATE VENDORS:**

The Wyoming Food Freedom Act does not apply to out of state vendors. Out of state vendors are permitted to sale raw, unaltered produce. Out of state vendors wishing to sell other products at the Gillette Farmers” Market, must comply with all of the licensing and regulation requirements of their home state, as well as those of Wyoming. Please contact the Campbell County Consumer Health Services Division at (307) 686-8036 for more information.

**If the vendor is not in compliance with any of the above federal, state, local, or market regulations and requirements, the vendor will get ONE verbal warning. If the offense is not corrected by the next market date, the vendor will be immediately and permanently expelled from Market.**

**CONTACT INFORMATION**

For vendor questions please contact:

Erin Galloway, Market Manager (307) 689-2223, or email eringalloway52@gmail.com

Hannah Johnson, Campbell County Extension Office (307) 682-7281, or email HJH10@ccgov.net

For all other inquires please contact:

Megan McManamen, Market Manager – (307) 760-8489 or email mmt\_2005@hotmail.com

**Gillette Winter Farmers' Market Merchant Agreement 2017-18**

**Payment will be accepted month by month**

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

Vendor/Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Items to be Sold: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Farmers Market Dates: (Check all that apply)**

\_\_\_November 18 \_\_\_March 17

\_\_\_December 16 \_\_\_April 21 (GLEE Market at Camplex)

\_\_\_January 20 \_\_\_May 19

\_\_\_February 17 \_\_\_June 16

**Farmers Market Space:**

\_\_\_1 10X10 ft \_\_\_$10 per date

Space

\_\_\_2 10X20 ft \_\_\_$20 per date

Space

\_\_\_3 10x30 ft \_\_\_$30 per date

Space

\*Actual booth size may vary upon location.

**Concession Space: (does not include sales of food items serviced under the Wyoming Food Freedom Act)**

\_\_\_1 10X10 ft \_\_\_$15 per date

Space

\_\_\_2 10X20 ft \_\_\_$30 per date

Space

\_\_\_3 10X30 ft \_\_\_$45 per date

Space

\*Actual Booth size may vary upon location.

\*\*Concession Space is a booth that is serving a variety of fast food, junk food, French fries, ice cream, popcorn, pizza, hot dogs, snow cones, cotton candy etc.

**Debit & Credit Cards are accepted at the Farmers’ Market (**$2.00 additional fee will be charged for debit/credit)

**Checks payable to Gillette Farmers’ Market**

**\*\*\*No refunds will be issued during the season\*\*\***

**GENERAL VENDOR GUIDELINES:**

1. Market is located inside the Gillette Tech Center.
2. Hours of operation are 9 am to 12 pm on the third Saturday of the month, November through June.
3. Set-up starts at 8:00 a.m., and I will be present in my booth and ready to greet customers by 8:45 am.
4. Vendors are responsible for their booth space, and will provide their own table(s), chairs, and supplies. Vendors will also sweep and clean up any trash around their selling area upon closing time.
5. Vendor fees are non-refundable.
6. All correspondence will be conducted via email and vendors must provide a legitimate email address to the Market Manager.
7. Vendors will openly and honestly answer questions about products to Market Managers, Department of Health officials, and customers.
8. Vendors are encouraged to obtain and carry their own insurance.
9. The Market Manager will have final approval of all vendor participation and final authority on site to interpret and enforce rules and regulations.
10. Vendors not complying with instructions or rules of the market will be considered in material breach and default of the agreements, and may be asked to vacate their premises immediately.
11. The Market Steering Committee may at its sole discretion revise the Rules and Regulations, and may alter operations of the market at any time.
12. Vendors agree to comply with the rules of the market and abide by the final decisions of the Market Manager
13. The Market Manager reserves the right to reject any application.
14. Vendors shall sell only items that have been approved on the application submitted. The market has sole discretion to add or delete items from the list, and unacceptable merchandise will not be sold at the market.
15. All vendors must submit weekly sales totals to the Market Manager. Vendor sales will be used to determine the markets effectiveness.
16. The vendor is solely responsible and liable for any claims and damages resulting from the sale of unsafe, unapproved, or unsound goods.
17. All vendors, without exception, must sign the Indemnity Agreement before they can sell at the market

**INDEMNITY AGREEMENT:**

In consideration of acceptance of this application, the undersigned (if the undersigned is a group, each and every member of the undersigned participating in the Gillette Farmers’ Market Event), hereby release(s) and forever discharge(s) and hereby grant to indemnify and hold harmless the Market Manager (Gillette Farmers’ Market), the Gillette Tech Center, its owners and officers, the City of Gillette, each and every one of their officers, directors, members, managers, agents, and employees of and from:

Any and all loss, claim of loss, liability of damage arising out of any personal injury or property damage occurring to the applicant (or any individual of which the applicant is comprised).

Personal injury or property damage occurring to any third person or entity arising out of, directly or indirectly, the participation of the applicant is the responsibility of that applicant. The applicant, hereby referred to as vendor, assumes all risks incurred and agrees to pay for any and all attorney fees including those of the Market Manager, its board, sponsors or co-sponsors. The vendor agrees to be in compliance with all the rules and regulations, including non-compliance penalties, and agrees to abide by all current laws, ordinances and statutes of the City of Gillette, Campbell County, and the state of Wyoming as currently exist or as may be amended in the future.

By signing this document, I acknowledge that I have read and will comply with the rules of the Market and the market regulations as written and will acknowledge the authority of the Market Manager to enforce these rules. I understand that this statement holds true for the entire Gillette Farmers' Market Winter season from November & December 2017 through June 2018. The undersigned represents the person(s) of which the applicant comprised.

**Vendor/Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\*\*\*Merchant Copy\*\*\***