



# Gillette Saturday Farmers' Market Merchant Agreement 2018 Summer Season



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

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

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

### Summer Farmers Market Dates: (Check all that apply)

- |                                   |                                      |                                       |   |
|-----------------------------------|--------------------------------------|---------------------------------------|---|
| <input type="checkbox"/> July 14  | <input type="checkbox"/> August 11   | <input type="checkbox"/> September 8  | <input type="checkbox"/> October 6        |
| <input type="checkbox"/> July 21  | <input type="checkbox"/> August 18   | <input type="checkbox"/> September 15 | <input type="checkbox"/> October 13       |
| <input type="checkbox"/> July 28  | <input type="checkbox"/> August 25   | <input type="checkbox"/> September 22 | <input type="checkbox"/> <b>ALL DATES</b> |
| <input type="checkbox"/> August 4 | <input type="checkbox"/> September 1 | <input type="checkbox"/> September 29 |   |

### Farmers Market Space:

|                            |          |  |   |                                       |
|----------------------------|----------|--|---|---------------------------------------|
| <input type="checkbox"/> 1 | 10X10 ft | <input type="checkbox"/> # of Market   | <input type="checkbox"/> \$15 per date    | <input type="checkbox"/> <b>Total</b> |
|                            | Space    | <input type="checkbox"/> Entire Season | <input type="checkbox"/> \$140 per season | <input type="checkbox"/> <b>Total</b> |
| <input type="checkbox"/> 2 | 10X20 ft | <input type="checkbox"/> #of Market    | <input type="checkbox"/> \$25 per date    | <input type="checkbox"/> <b>Total</b> |
|                            | Space    | <input type="checkbox"/> Entire Season | <input type="checkbox"/> \$250 per season | <input type="checkbox"/> <b>Total</b> |
| <input type="checkbox"/> 3 | 10x30 ft | <input type="checkbox"/> #of Market    | <input type="checkbox"/> \$35 per date    | <input type="checkbox"/> <b>Total</b> |
|                            | Space    | <input type="checkbox"/> Entire Season | <input type="checkbox"/> \$360 per season | <input type="checkbox"/> <b>Total</b> |

\*Actual booth size may vary upon location.

### Concession Space: (does not include food items sold under the Wyoming Food Freedom Act)

|                            |          |  |   |                                       |
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| <input type="checkbox"/> 1 | 10X10 ft | <input type="checkbox"/> # of Market   | <input type="checkbox"/> \$20 per date    | <input type="checkbox"/> <b>Total</b> |
|                            | Space    | <input type="checkbox"/> Entire Season | <input type="checkbox"/> \$210 per season | <input type="checkbox"/> <b>Total</b> |
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|                            | Space    | <input type="checkbox"/> Entire Season | <input type="checkbox"/> \$375 per season | <input type="checkbox"/> <b>Total</b> |
| <input type="checkbox"/> 3 | 10X30 ft | <input type="checkbox"/> #of Market    | <input type="checkbox"/> \$50 per date    | <input type="checkbox"/> <b>Total</b> |
|                            | Space    | <input type="checkbox"/> Entire Season | <input type="checkbox"/> \$540 per season | <input type="checkbox"/> <b>Total</b> |

\*Actual Booth size may vary upon location.

\*\*Concession Space - vendor that serves a variety of hot or cold food items, prepared and meant to be consumed on site.

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

**Please make checks payable to the Gillette Farmers' Market**

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

**POWER OF PRODUCE (POP) CLUB:** I hereby acknowledge that I am a POP Club eligible vendor, that I have read and understood the terms and conditions of POP Club participation as outlined in the contract below, and that I agree to the terms and conditions set forth. Please sign and date below if you would like to participate in POP Club.

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

All POP Club approved vendors will receive a sign to display at their booth during the month of August.

Did you attend the **Vendor Training** held on March 24, 2018?  
If yes, then subtract \$15!  
**NEW Total** \_\_\_\_\_  
\*Market managers will verify your attendance

**GENERAL VENDOR GUIDELINES:**

1. Market is held at the Gillette College Tech Center Parking Lot.
2. Hours of operation are 8 am to 12:30 pm every day Saturday, July 14 through October 13.
3. Set-up starts at 7:00 am, and I will be present in my booth and ready to greet customers by 7:45 am.
4. Vendors are responsible for their booth space, and will provide their own table(s), chairs, and supplies. Vendors will also 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 Google Groups. Vendors must provide a legitimate email address to the Market Manager, and Market will direct add you to Market’s Google Groups page.
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 market’s 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 College 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 Summer season from July through October 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 Saturday Farmers' Market Merchant Rules Summer Season 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 every Saturday beginning on July 14, 2018 and running through October 13, 2018 from 8:00 am to 12:30 pm.

## **LOCATION:**

Market will be held in the parking lot of the Gillette College Tech Center - 3251 S 4J Road

## **VENDOR TYPES:**

Season Vendors – Pay the entire season's fee in advance for a discount. Season vendors are guaranteed to receive the same booth space each week. Season vendors that participated in market's Featured Vendor program are also featured first.

Weekly Vendors – Booth fees will be collected the morning of market. Booth spaces will be available to weekly vendors on a first come first serve basis. This space will 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. Please make checks payable to the Gillette Farmers' Market. Tokens cannot be used for booth payment. Vendors that attend market's vendor training on March 24, 2018 are eligible to receive a \$15 discount.

## **SOCIAL MEDIA:**

We invite and encourage merchants to use the Gillette Saturday Farmers' Market Facebook page to advertise 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 expects all market vendors to be reliable, set up to greet customers for the opening of market by 7:45 am, and to 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 the Market Manager is 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(s) sold, 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 the Market Manager. Although no loud hawking, barking, or shouting to promote products is allowed, occasional product broadcasting into the market aisle in a conversational voice is allowed and encouraged. All product promotion must occur within the space assigned or immediately in front of the producer's booth space and not in any common area. Signs and promotional items must be contained or handed out directly in front of the producer's booth and not exceeding more than 2 feet into common area. Disruptive action and the throwing of anything in the market are prohibited.

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.

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, color, religion, national origin, marital status, gender, gender expression, sexual orientation, age, disability, veteran status, or political service or affiliation.

#### **VENDOR ACCEPTANCE:**

Vendor acceptance is finalized by the Market Manager. Please understand that some vendors and products may not be approved (see criteria 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:**

Non-food items sold at the Farmers' Market must be homemade or handcrafted. Other resale items will be considered on a case by case basis. Vendors may sell non-handmade merchandise (shirts, tote bags, etc.) at

their booth promoting their farm, ranch, or business. 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.

Season vendors will be allowed to select their booth space. Season vendors are guaranteed the same booth space every week. 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.

Weekly vendors will be assigned a booth space on a first-come, first-serve basis the morning of market. We cannot and will not guarantee weekly vendors the same space every week.

Changes in booth space assignment must be discussed and approved with the acting Market Manager.

#### **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 or black 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. Nonprofit fundraising vendors will be charged \$5 per booth space and nonprofit concession vendors will be charged \$7 per booth space. Acceptance will be determined by Market’s Steering Committee. No political fundraisers are allowed.

#### **POWER OF PRODUCE (POP) CLUB:**

Market will issue laminated paper \$2 POP Bucks to children that enroll in Market’s Power of Produce Club during the month of August. POP Bucks can be used to ONLY purchase fresh fruits, vegetables, or food producing plants. POP Bucks can NOT be used to purchase dairy products, meat, poultry, fish, eggs, bread, cereals, jam, syrup, honey, rice, grains, packaged pastries, cold wrapped & packaged edible items, pickles, hot or cold immediately consumable foods, fountain drinks (hot or cold including coffee & tea), flowers, shrubs, decorative plants, fall ornamentals, non-edible plants, non-food items, pet food, soaps, paper products, crafts or clothing items

- Only vendors selling fresh fruit, vegetables, or edible plants can accept POP Bucks for these items ONLY
- **NO change** will be given for POP Bucks
- Participants do not have to spend their POP Bucks the same market day it was received
- Participants may save POP Bucks for future market days and/or spend multiple tokens at one time to make larger purchases

Market reserves the right to immediately suspend or terminate any Vendor from the program if Market observes, or receives evidence of, failure to abide by any of the agreements. Eligible Vendors may voluntarily quit participating in the POP Club program at any time but must notify the Market of such action.

\*If you are a POP Club eligible vendor and would like to participate, please sign page 1 and 9 of this contract\*

## MARKET DAY

### **SETUP & TEAR DOWN:**

- Setup begins at 7:00 am.
- Vendors are required to be present in their space and ready for business by 7:45 am.
- No sales will be allowed before 8:00 am. At **8:00 am the bell will ring and business can begin.**
- There will be no tearing down of booths until after 12:30 pm, 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 in the parking lot of the Gillette College Tech Center. All merchants are responsible for bringing their own tent, table, chairs, change, signage, cash boxes, cash for change, 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 vendors that do not clean up their booth area.

*Vendors will have access to potable water and restroom facilities. Electrical outlets are not available at the market location.*

## 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> or (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 sell 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)

The above market requirements are in addition to including 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. The market will not allow cut, sliced, diced, or frozen produce that has not been processed in an inspected facility OR cut produce that has not been altered through cooking, baking, dehydration, preservation, or acidification.

## 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 purchased from another producer. 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 below at all times. Full egg cartons cannot be displayed on the table. The carton must be labeled "Ungraded Eggs" and include the producer's name, address, 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 practices must be in use at all times during the market. If the market manager feels a merchant is mishandling a 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 (Wyoming Statute 39-15-103(a)(A). Market will not involve itself in the 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](mailto:eringalloway52@gmail.com)

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

For all other inquiries please contact:

Megan McManamen, Market Manager – (307) 760-8489 or email [mmt\\_2005@hotmail.com](mailto:mmt_2005@hotmail.com)





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

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

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

### Summer Farmers Market Dates: (Check all that apply)

- |                                   |                                      |                                       |   |
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If yes, then subtract \$15!  
**NEW Total** \_\_\_\_\_  
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### MERCHANT COPY

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

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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 market’s 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 Summer season from July through October 2018. The undersigned represents the person(s) of which the applicant comprised.

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

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_