



### Terms of Use and Contract

**As a condition to its participation in the Red Mountain Farmers Market, the undersigned Vendor expressly acknowledges and agrees to the following Terms of Use:**

**1. Fee Structure.** Vendor agrees to remit the following fees:

- Annual Fees: An annual fee of \$30.00. The applicable annual fee must be paid with after application is approved. **INTERESTED VENDORS: Please do not pay annual fee when submitting your application.**
- Sales Fees: A fee not to exceed 10% of total market sales will be applied to total sales at the end of the day. The applicable sales fee must be remitted to Red Mountain Farmers Market at the end of each Market.
- Promotional Booth Fees: Vendors who are here not to sell, but solely to promote their local business, will submit a booth fee of \$50 per Saturday market visit.
- Changes in Fee Structure: Red Mountain Farmers Market reserves the right to modify its fee structure at any time, immediately upon notice to Vendor, including, without limitation, notice provided via signage proximately displayed at the Market.

**2. Proof of Insurance.** Prior to Vendor's first day at the Red Mountain Farmers Market, Vendor must provide Red Mountain Farmers Market with proof of commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for property damage, bodily injury and personal injury with an insurance carrier acceptable to Red Mountain Farmers Market LLC. Red Mountain Farmers Market LLC and Mesa Community College Red Mountain shall be named as an additional insured on Vendor's general liability insurance policy and, upon request, Vendor shall deliver to Red Mountain Farmers Market a certificate of insurance and endorsement of additional insured evidencing such coverage.

**3. Proof of Licensing (Visiting Artists Only).** Prior to Vendor's first day at Red Mountain Farmers Market, Vendor must provide Red Mountain Farmers Market with a copy of Vendor's Phoenix Business License along with any other applicable license, permits, and other items required by the City of Phoenix or the Maricopa County Health Department, phone: 602-506-6872.

**4. Tents and Tables.** Each Vendor must provide its own 10'x10' with straight legs, along with a table, chair and tablecloth. Each tent must be secured by 4 tent weights in the amount of at

least 20 pounds per tent leg. The weights must be directly attached to the tent (not straddling the tent leg, or sitting on top of the tent leg)

**5. Vendor Warranties.** Vendor warrants that its participation at Red Mountain Farmers Market shall be performed in a professional manner, consistent with industry standards and in accordance with these Terms of Use and the Rules and Regulations attached hereto. Vendor warrants that its participation in Red Mountain Farmers Market shall comply with all applicable laws and regulations, as well as any city ordinances. Vendor warrants that the goods and services it offers and sells ("Vendor Products"), and the intellectual property, logos, advertisements, and trade names it uses ("Vendor Marks") do not infringe or misappropriate any third party's rights. Vendor warrants that it has all the rights, power, and authority necessary to display, use, offer, and sell the Vendor Marks and the Vendor Products.

**7. Indemnification.** Vendor agrees to defend, indemnify, and hold harmless Red Mountain Farmers Market and its affiliates, managers, members, employees, and representatives from and against any and all loss, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees), incurred in connection with any claims, allegations or suits, regardless of merit or outcome, arising from or relating in any way to: (a) Vendor's participation in Red Mountain Farmers Market, including but not limited to the acts, omissions, sale of goods, and provision of services at Uptown Farmers Market of or by Vendor or its employees, agents, representatives or guests (collectively, "Vendor Parties"), including, without limitation, injury or illness to market customers or damage to Mesa Community College Red Mountain, (b) any breach by a Vendor Party of any provision of these Terms of Use and the Rules and Regulations attached hereto, (c) any violation by a Vendor Party of any applicable law, regulation, or rule, (d) any action undertaken by a Vendor Party that is outside the scope of Vendor's authority under these Terms of Use and the Rules and Regulations attached hereto, and (e) any infringement or other misappropriation by a Vendor Party of any third party's intellectual property rights.

**8. Responsibility for Taxes.** Red Mountain Farmers Market shall not be responsible for withholding or paying any income, payroll, social security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Vendor's behalf. Vendor shall be solely responsible for, and shall indemnify Red Mountain Farmers Market and its affiliates from and against, any such taxes or contributions, including penalties and interest.

**9. Right to Terminate Vendors Participation.** Red Mountain Farmers Market reserves the right to immediately terminate Vendors participation at Red Mountain Farmers Market for any or no reason, without liability of any kind. Upon such termination, Vendor must immediately remit to Red Mountain Farmers Market any accrued but unpaid fees owed to Vendor pursuant to Section 1, above.

If you have any questions about these Terms of Use or the Rules and Regulations attached hereto, please contact Ryan Alarie, Market Manager, Red Mountain Farmers Market, LLC, email [Ryan@RAseasonings.com](mailto:Ryan@RAseasonings.com), or call 480-334-7000.

**Vendor Application 2018**

**STEP 1 – Review all 10 pages of this application.**

**STEP 2 -- Submit pages 3 and 4 of this application to [Ryan@RAseasonings.com](mailto:Ryan@RAseasonings.com).**

**STEP 2 – After approval, obtain liability insurance, tent/table/weights as outlined.**

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

Vendor Name Printed: \_\_\_\_\_

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

Vendor Business Address: \_\_\_\_\_

Products Vendor Intends to Sell: \_\_\_\_\_

\_\_\_\_\_

Number of 10'x10' Spaces for use: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_

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

Vendor Email Address: \_\_\_\_\_

Vendor Website: \_\_\_\_\_

Social Media:

Twitter: @\_\_\_\_\_

Facebook: \_\_\_\_\_

Instagram: @\_\_\_\_\_

Health Permit Number (required for prepared foods): \_\_\_\_\_

\*For more information, contact Maricopa County Health Dept: 602-506-6872

City Resale Tax Number (required for non-food vendors): \_\_\_\_\_

\*For more information: 480-644-2316

Have you added us to your insurance policy? \_\_\_\_\_

\*For more information see Red Mountain Farmers Market Rules & Regulations  
(write "will obtain upon acceptance")

Do you have a 10x10, straight leg? \_\_\_\_\_

\*This is mandatory for Red Mountain Farmers Market, for more information see Market Rules & Regulations

Do you have FOUR 20 lb weights (one per leg), that physically attach to tent? \_\_\_\_\_

\*This is mandatory for Red Mountain Farmers Market, for more information see Market Rules & Regulations

Comments? How may we be of further service to you? \_\_\_\_\_

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## **Market Rules and Regulations and General Information**

### **Market Manager**

Ryan Alarie  
480-334-7000  
Ryan@RAseasonings.com

### **Market Location**

East side of Power Rd Just South of Hermosa Vista  
At the Acacia Building  
7110 E McKellips Rd,  
Mesa, AZ 85215

### **Market Days & Hours**

*Saturday 8am-1pm*  
*Oct – May Rain or Shine.*

### **Market Conduct**

Vendors, this is your market as much as it is ours. Surely you will agree with the policy that consistency (being here every week), timeliness (being set up, car moved and ready to vend 10 minutes prior to market opening) and friendliness (being considerate of each other) are essential in order for us to thrive! We do not support negative speak in the marketplace. If you struggle with any of these things then Red Mountain Farmers Market is likely not a good fit for you.

**Insurance**

\*If you are a newly applying vendor, do not add us to your insurance policy until you have been accepted. When submitting the application it is okay to put: "Will obtain upon acceptance" in the insurance policy line.

Once accepted, as indicated in the Terms of Use document, you must secure commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for property damage, bodily injury and personal injury with an insurance carrier acceptable to Red Mountain Farmers Market LLC.

Please be sure to add both entities below as an additional insured to your policy:

Red Mountain Farmers Market LLC  
Mesa Community College Red Mountain  
7110 E McKellips Rd,  
Mesa, AZ 85215

*\*Both of the above entities need to be listed, if this is incorrect you will need to resubmit*

**Day of Market**

When vending at Red Mountain Farmers Market you are committing to being present and set up for the entire duration of market. We expect your booth to be setup, car moved and ready to vend 10 minutes prior to market opening. We expect you to be in your booth for the duration of the market, or have a fellow vendor watching your product for bathroom breaks. In addition, the breakdown of your booth cannot begin before the close of market. We have a market crew to assist with day of market tasks, but please be aware that at least 20 minutes before market opening our crew will not be available to assist you.

**Questions**

Thank you for your interest in Uptown! Ryan Alarie, Market Manager, Red Mountain Farmers Market, LLC [Ryan@RAseasonings.com](mailto:Ryan@RAseasonings.com) 480-334-7000, with further questions.