

# Farmers Market Vendor

Saturdays, June 5 - August 28, 2021 | 8 a.m. - 12 p.m.



### Application

Today's Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Business Name: \_\_\_\_\_

Name: \_\_\_\_\_  
(First) (M.I.) (Last)

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Cell: ( \_\_\_\_\_ ) \_\_\_\_\_

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

Facilities	Rates	Quantity
<input type="checkbox"/> Farmers Market Vendor Space - <b>DAILY</b> (10'x10' under pavilion - with electricity)	\$15	
<input type="checkbox"/> Farmers Market Vendor Space - <b>FULL SEASON</b> (10'x10' under pavilion - with electricity)	\$175.50 (10% discount for 13 days)	

1. What product(s) will you be selling:

2. Do you grow or make your own product or are you resale?  Grow all myself  Resale some but not all  Resale all

If resale, you must provide the locations and what products are resale:

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Is your operation/Farm located in Oklahoma?  Yes  No

If so, where?  Same address from above

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. Will you be selling any baked/cooked or manufactured food at any time?  Yes  No

If yes, please provide your required Health Department permits and licenses at the time you turn in this application. This application will not be accepted without this paperwork.

Initial if Completed \_\_\_\_\_ (Staff Only)

4. What dates/days do you plan on being at the market:  All 13 dates

June

5  12  19  26

July

3  10  17  24  31

August

7  14  21  28

5. Do you require space for a Trailer?  Yes  No

If yes, there are only three spaces available, these spaces are located at the far south end of the Market.

6. We have 17 vendor spaces under the covered pavilion with electricity, do you require electricity?  Yes  No

7. We have 10' x 10' tent spaces available if there is no space available under the pavilion. (no electricity)

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### Helpful Phone Numbers:

Cleveland County Health Department: (405)321-4048 or Oklahoma Tax Commission: (405)521-3160

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City of Moore hereby grants \_\_\_\_\_ (hereinafter called the "Vendor"),  
(Your name here - please print)

permission to participate in The Marketplace at Central Park, subject to the terms and conditions of this agreement contained herein and attached hereto all of which form part of this agreement:

### Guidelines

1. The Market is located at Central Park, 700 S Broadway, Moore, OK in the South Parking Lot.
2. Authority over the market rests with the City of Moore/Market Manager.
3. The Market Manager will develop a placement of each vendor within the Market. In the event a conflict occurs regarding placement, the situation will be resolved at the discretion of the Market Manager. The Market Manger will place all vendors at his or her discretion.
4. Our goal is to provide garden related products and produce grown, and/or made in Oklahoma, offered for sale at the market. Out of state produce may be sold however requirements for this include: notifying customer of the state of origin of produce via sign. This sign can be one large sign with the specific fruits/vegetables and locations or you can have the locations price displays. Hiding the locations at which you produce is grown will not tolerated! **A vendor found violating the policy will be asked to adhere to the rule. If the violation continues, the Market Manager may require the vendor to leave the market and will forfeit his/her space and fee for the remainder of the season.**
5. Vendors must provide own tables, chairs and change. Vendors are encouraged to display prices of product for best communication with customers. Vendors are responsible for cleaning their areas before leaving the market each day. Failure to do so will result in exclusion from the market.
6. If a vendor offers a processed product for sale, he/she must file a copy of the Health Department certification with the Market Manager before selling any product. Failure to do so will prohibit the vendor from selling at market.
7. Vendors are responsible for paying the appropriate sales tax to the Oklahoma Tax Commission. The Sales tax rate for the City of Moore is 8.50%.
8. The Cleveland County Health Department has jurisdiction over sales of food products at all Oklahoma Farmers Markets. Vendors must comply with all applicable requirements to be eligible for participation at The Farmers Market at Central Park.
9. Courtesy to others and our customers will prevail above all disagreements.

- 10. In the event of inclement weather, the policy will be rain or shine unless dangerous weather such as tornados or lightning prohibits the operation of the market.
- 11. **Set-up:** Vendors are required to set up their assigned space in the market area. Vendors must stay in their assigned space and not to encroach in to other vendors' area. Vendors are asked to set-up at least 30 minutes prior to the opening time.
- 12. Vendors will not be allowed to park their vehicles underneath the Pavilion area.
- 13. Any complaints or disagreements arising from a consumer or grower should be immediately reported to the Market Manager. The Market Manager and Administration reserves the right to take any action they deem appropriate, including prohibiting the offending party from selling at the market. Any vendor who fails to comply with

the guidelines shall have his/her spaces(s) declared vacant at the discretion of the Market Manager or administration, who decision will be final. **First Infraction:** A verbal and/or written notice of the infraction will be given to the vendor by the market manager. **Second:** A \$25.00 fine will be assessed to the market vendor. **Third:** The vendor will be suspended from the market for the remainder of the season or indefinitely at the Market Manger's discretion.

- 14. **Conduct and Dress Code:** Conduct will be above reproach while selling produce or products in the market. Vendors are required to speak and act in a courteous and professional matter at all times. Vendors should practice good hygiene and wear clean clothing. Offensive or abusive behavior/language will not be tolerated. Vendors whose speech or conduct does not meet these standards will be subject to immediate dismissal from the market at the market managers' or attendants' discretion.

**IN CONSIDERATION of allowing the above named vendor to participate in any way in the above named event and/or activity ("EVENTS(S)") THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin agrees that:**

- 1. THE VENDOR will immediately inspect the facilities upon entering it and warrants that their entry therein and/or participation constitutes an acknowledgement that they have inspected the facilities and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if anytime in the facility they believe something is unsafe, it will be brought to the attention of a CITY OF MOORE representative or employee, and they will remove themselves from the unsafe condition until the situation is resolved.
- 2. THE VENDOR releases, waives, discharges, and covenants not to sue the participants, the City of Moore, or any employee of the City of Moore, in an official or individual capacity, (referred to as "RELEASEES"), from all liability to ourselves, the undersigns, our personal representatives, assigns, heirs, and next of kin, for any and all claims, demands, losses or damages to property, all of which is caused or alleged to be caused by the negligence of the RELEASEES or otherwise.
- 3. THE VENDOR hereby agrees to indemnify and save and hold harmless, the RELEASEES and each of them from any loss, liability, damage, or cost they may incur due, in any manner or degree, related in any way, to their participation in or presence at the EVENT and whether caused by the negligence of the RELEASEES or otherwise.
- 4. This Release and Waiver of Liability and Indemnity Agreement extends to all acts of negligence and is intended to be as broad and inclusive as is permitted by the laws of the State of Oklahoma and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I have read and agree with all the above terms, conditions and guidelines. A signed copy of this agreement must be on file with the City of Moore prior to participation.**

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

**Primary contact:**

Kasey Dean  
 Sales & Special Event Coordinator  
 City of Moore / Parks & Recreation Dept.  
 700 S. Broadway, Moore, OK 73160

Office: (405) 793-5090 Fax: (405) 793-5088 Email: kdean@cityofmoore.com

**FOR OFFICE USE ONLY**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Approved By: \_\_\_\_\_ Deposit Amount: \_\_\_\_\_ Paid Amount: \_\_\_\_\_

Receipt # \_\_\_\_\_ Cash / CC / Check # \_\_\_\_\_