

CITY OF ROCKWALL MAIN STREET/FRIENDS OF DOWNTOWN ROCKWALL
RULES OF OPERATION & VENDOR APPLICATION
2011 SEASON



Vendor Name: _____

Primary Contact: _____

Address: _____ City: _____ Zip: _____

Phone: _____ Email: _____

Website: _____



Please circle market dates you would like to participate:

5/7 5/14 5/28

6/4 6/11 6/18 6/25

7/2 7/9 7/16 7/23 7/30

8/6 8/13 8/20 8/27

9/3 9/10 9/24

10/1 10/8



City of Rockwall
The New Horizon

**5/21 is Founders Day, Farmers Market is closed. All interested vendors contact Rockwall Parks & Recreation @ 972.771.7740 for information on participating in Founders Day.*

Vendors must submit applications 1 week prior to participation in Saturday markets. All applications will be reviewed by Farmers Market coordinators. Submission of application does not guarantee participation in the Market. Vendors are allowed to pay for booth rental each Saturday of participation in the market at a rate of \$10 per 10 ft. X 10 ft. booth. A 10% discount will be given to vendors who pay in full for the entire season in advance. Space will be assigned as applications are received and approved. There will be no refunds due to inclement weather.

List in detail products to be sold at the market (be specific): _____

Percentage (%) of products that are grown or produced by your organization: _____

Pay for Entire Season (21 days) \$189 for 10 ft. X 10 ft. or \$378 for 10 ft. X 20 ft. (includes discount)
Pay @ each Market \$10.00

Established food or agricultural retail operations or retail stores in the City of Rockwall are not eligible to sell at the market. Vendors selling items at the Farmers Market must agree to the terms of the Rules of Operation by signing this application.

If you have questions regarding this application, contact Bethany Golden, Main Street Manager at 972.772.6400. Applications should be returned to the City of Rockwall Main Street, 385 S. Goliad Rockwall, Texas 75087 or emailed to bgolden@rockwall.com.

Market Operations

(Please make a copy for your records)

1. The Rockwall FM operates each Saturday from May 7 through October 8 (except Founders Day 5/21 & Aspasiens 9/17). FM hours are 8A-12P. Vendors may begin setting up as early as 5A and must be completely set up by 8A. No vehicles allowed in the FM 7:30A due to pedestrian safety, no exceptions. If you arrive after 7:30A you must unload and deliver materials by hand.
2. The Rockwall FM is limited to the sale of food items, produce and agricultural type products. Fundraising, bake sales & other marketing vendors are not permitted to participate in the Farmers Market.
3. The FM will open each Saturday unless there is an 80% chance of precipitation forecasted for 8A Saturday Market. FM coordinators will use the National Weather Service forecasts and will post Market closings on the Main Street website by 5PM the Friday prior to the Market., <http://mainstreet.rockwall.com/>. Farmers may also call the Manager at 972.772.6400.
4. Vendor spaces are 10 ft. X 10 ft. @ \$10 each. Fees must be paid prior to closing of the market.
5. Vendors supply their own tents, tables, storage and all materials/containers for customer sales.
6. Vendors determine the pricing and display of their products.
7. Vendors are solely responsible for keeping their space and all areas around their space clean/free of any conditions that might potentially result in or cause injury to vendors and other persons or parties.
8. Vendors must vacate their space by 12:30PM. Vendors shall not use public trash receptacles for disposal of produce boxes or unsold produce. A \$50 fee will be imposed if market representative has to clean your space at the close of the market. \$50 fee must be paid before vendor can sell at the market again.
9. Vendors are responsible for damages resulting from the sale of unsafe, unsound goods at the market.
10. After unloading, vendors shall park in one of the designated public parking areas. Vendors may not park their vehicles on the Downtown Square.
11. No live animals may be sold or given away at the Market.
12. No firearms, tobacco, alcoholic beverages or drugs will be allowed at the Market.
13. Violations of the rules and complaints shall be resolved by Friends of DT and the City of Rockwall. Vendors agree to abide by the final decision of Friends of DT and the City of Rockwall.
14. Violation of any provision of the Market Rules shall be a material breach and default by the vendor. Vendor will be required to vacate the market immediately. Failure to vacate may subject the vendor to civil and criminal remedies, including but not limited to remedies of civil and criminal trespass. There will be no refund for spaces for this day.
15. The market representative shall reserve the right to cancel any vendor's participation at any time if and when the vendor shall be found to be in violation of any market rule or eligibility requirements.
16. Market reserves the right to revise the Market Rules any time and shall post notice of such revision.

Health and Safety Guidelines

1. Vendors who produce or manufacture food products must submit a copy of their manufacturing permit from the TX Dept. of State Health Services. (Canned, preserved & baked items must be prepared in a licensed commercial kitchen & labeled according to the regulatory requirements of the State of Texas.)
2. No cut produce will be allowed at the FM.
3. Those manufacturing vendors who wish to allow product sampling of non-potentially hazardous foods must adhere to the following health and safety guidelines:
 - a. Provide gloves and/or serving utensils to eliminate bare hand contact.
 - b. Provide hand wash station to consist of: container w/spigot for clean potable water, antibacterial liquid soap & paper towels, container to catch dirty water from hand washing.
 - c. Three Step ware washing station to be available to wash, rinse, and sanitize utensils etc..
 - d. Provide your own trash can to capture cups/utensils.
 - e. Vendors are subject to inspection by the City's Health Specialist
4. Egg Products: Egg producers selling only ungraded eggs from their own flock may be exempt from the TX Dept. of Agriculture, but must be permitted by the State Health Services or local food authority. Eggs must be stored under refrigeration at 45 degrees or less. Vendors must provide a thermometer to verify temperature. (These must be labeled as ungraded)
5. Meat Products: Any vendor interested in selling meat products must show proof of current State or USDA licensing to ensure that meat is properly processed under State and/or USDA regulations. Specific labeling requirements must also be met ex: Safe food handling, name and address of distributor or packer etc.. Meat must be stored frozen in a mechanical freezer at 0 degrees or less.
6. Milk Products: Fluid milk, dry milks and milk products complying with Grade A standards shall be obtained pasteurized and proof of State Milk licensing must be available.

I have read and understand the Rockwall Farmers Market Operations.

Applicant's Signature

Date

Acknowledgement and Indemnity

I, the undersigned, certify the statements made by me are true, complete, and correct to the best of my knowledge. I agree to abide by the rules and regulations as stated in the "Friends of Downtown Rockwall Farmers Market Rules of Operation". I understand any misstatement or omission of facts in this application may be cause for rejection of this application and/or cancellation of a prior approval of an application.

I, the undersigned, understand and agree to keep and maintain my vendor space(s) and all areas in and about said vendor space(s) clean and free of debris and any conditions that might potentially result in or cause injury to myself and any other persons or parties. I also understand and agree I am solely responsible and assume entire responsibility and liability for any claim or actions based on or arising out of injuries, including death, to persons, or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the condition and quality of any and all products, produce, wares and matters of any kind that I produce, market, display, serve and/or sell at, about or through the Friends of Downtown Rockwall Farmers Market.

I, the undersigned, further specifically agree to fully defend, indemnify, release and hold harmless the City of Rockwall, Rockwall County and the Friends of Downtown and their respective officials, officers, agents, directors, attorneys and employees (hereafter referred to collectively as the "Indemnified Parties") from and against any and all suits, claims, judgments, demands, actions or causes of action, liabilities, losses, costs or expenses, including the reasonable attorney's fees and court costs and disbursements, whether arising in equity, at common law, or by statute, or under the law of contracts, torts (including negligence and strict liability without regard to fault) or property, of every kind and character (including claims for personal injury, bodily injury, emotional distress, real and personal property damage and economic loss) (all of which are hereinafter collectively called "Claims"), which may now or in the future be brought or instituted or asserted on account of or growing out of or arising from (i) any failure on my part, my partners, officers, managers or agents, subtenants or licensees ("My Parties") to comply with the provisions of this Agreement, or to comply with the provisions of law applicable to my business, or the provisions of law applicable to the property of Rockwall County and the City of Rockwall, or (ii) any and all injuries or damages, including death, to persons or properties relating to the condition, or my use or occupancy of the property of the City of Rockwall and Rockwall County, including the operation of my business upon such property, regardless of any extraordinary shifting of risk, and even if the claims are caused by the active or passive negligence or sole, joint, current or comparative negligence of indemnified parties regardless of whether liability without fault or strict liability is imposed upon or alleged against such indemnified parties, but not to the extent that a court of competent jurisdiction holds in a final judgment that a claim is caused by the willful misconduct or gross negligence of such indemnified parties. The indemnity provided hereby specifically includes, but is not limited to, any loss, damage, or injury sustained by me, and any and all of my agents, employees, invitees, including caterers, and its contractors and patrons whether to person or property and whether the result of negligence, gross negligence or wrongful conduct. The indemnification shall also include costs of defense, which shall be an attorney of the Indemnified Parties' choice, court costs, expert witness fees, and any judgment together with pre-judgment and post-judgment interest. The City of Rockwall, Rockwall County nor the Friends of Downtown Rockwall assumes any responsibility for any property placed on or in its facilities or grounds.

I acknowledge and agree the City of Rockwall, Rockwall County and Friends of Downtown Rockwall will not provide any security for the market and the City, County and Friends of Downtown Rockwall shall not be liable for any lost, stolen and/or damaged property, materials, equipment, produce, goods, and any other items associated and/or used in conjunction with the market. I hereby release the City, County, Friends of Downtown and their Officials, Officers, Board of Directors, Agents, Representatives and Employees from, and waives any and all rights to any and all claims for damages, or otherwise, I may have with regard to lost, stolen and/or damaged property, materials, equipment, produce, goods and any other items associated and/or used in conjunction with the market.

Applicant's Signature

Date