

**Lake Tahoe Markets
Incline Village Farmers Market
Summer 2017 May 25-Aug 31
Thursday Evenings – 4:00pm-7:00pm**

**Incline Village Library Parking Lot
845 Alder Avenue, Incline Village**

Vendor Application

NAME OF BUSINESS: _____

CONTACT PERSON: _____ E-MAIL ADDRESS: _____

MAILING ADDRESS: _____

TELEPHONE: _____ CELL PHONE: _____

Check one category:

- | | | | |
|------------------------------------|--|--|--|
| <input type="checkbox"/> Grower | <input type="checkbox"/> Packaged Food | <input type="checkbox"/> Prepared Food | <input type="checkbox"/> Entertainment |
| <input type="checkbox"/> Nonprofit | <input type="checkbox"/> Artisan/Crafter | <input type="checkbox"/> Cooking Demonstration | |

Check the dates you would like to participate:

- May 25
- June 1 June 8 June 15 June 22 June 29
- July 6 July 13 July 20 July 27
- August 3 August 10 August 17 August 24 August 31
- All Markets

Provide a concise description of booth setup, items to be sold, information that will be passed out, anything that applies to your booth. Please be specific:

Booth Fees: Booth Size is 10' x 10' unless other arrangements are made.

All booth rentals are \$35/week per space.

ONE WEEK PREPAYMENT IS REQUIRED – ALL REFUNDS AT DISCRETION OF MANAGEMENT.

MAKE CHECKS PAYABLE TO LAKE TAHOE MARKETS

Send all that apply:

- | | |
|--|---|
| <input type="checkbox"/> Completed Application | <input type="checkbox"/> Proof of Nonprofit Status (only if required) |
| <input type="checkbox"/> Certification Papers (for produce only) | <input type="checkbox"/> Payment (Make check payable to Lake Tahoe Markets) |
| <input type="checkbox"/> Proof of insurance (only if required) | <input type="checkbox"/> Signed Hold Harmless/Indemnification Agreement |

Mail to: Lake Tahoe Markets
 c/o Steve Rozier
 P.O. Box 11775
 Zephyr Cove, NV 89448

Lake Tahoe Markets Summer 2017

GENERAL RULES (APPLICABLE TO ALL VENDORS):

1. All Vendors must file an Application. Applications must be completed in their entirety; appropriate fees and attachments must be included or the Application will not be approved. Acceptance of Applications is based on booth space availability.
2. Limited vendor spaces are available. Once limit is met, new Applicants will be put on a waiting list and will be notified once a space is available.
3. The Market needs a stable group of vendors to sell at the Market each week. Vendors who make a greater time commitment to the Market by paying Booth Rental Fees in advance by the first of each month for the upcoming month will be rewarded by being guaranteed they will be located in the same booth space each week of that month.
4. Booth Rental Fees paid day of each Market must be received no later than the close of each Market. Advanced payment may be made by mailing a check to PO Box 17755, Zephyr Cove, NV 89448 or paying in person at a Market. Credit card transactions may be utilized, with an administrative fee attached.
5. Make all checks payable to **Lake Tahoe Markets, LLC**.
6. Vendors are required to provide adequate notice if unable to attend a Market. **Refunds for cancellations will be at Market Manager's Discretion.**
7. Setup time begins 2 hours prior to the scheduled Market opening time. **Vendors must be ready to sell no later than Market start time.** (No vehicles are allowed in or out of the Market Area during the time the Market is open to the public).
8. All Vendors are responsible for collecting and reporting their own sales taxes, where applicable according to all federal, state and local guidelines. The Market will not be responsible for the payment and/or reporting of any vendors' taxes.
9. All Vendors are required to adhere to all local, state and federal regulations that apply to the production and sale of their products at the Markets. The Market is not responsible for obtaining or maintaining the appropriate licenses or permits needed by the vendors.
10. The Market is not responsible for advising Vendors regarding any local, state or federal regulation or law.
11. Pets, smoking and drinking alcoholic beverages are prohibited in vendor booths. No exceptions.
12. Each Vendor must provide its own canopy or awning, which will fit within the assigned 10 x 10 booth space. The Markets are outdoors where it can get windy – canopies must be secured with ample weights.
13. Vendors may sell only within their assigned space. Roving peddlers will not be permitted.
14. Vendors are required to remove trash and other articles from their booth area at the close of the Market.
15. The Market does not discriminate on the basis of race, color, religion, sex, national origin, age or disability.
16. Behavior by Vendors that is verbally or physically abusive, dangerous or disruptive to Market activities will not be tolerated and may result in immediate removal of applicant from the Market.
17. Violations of any of the Rules and Regulations listed herein may result in the removal of the Vendor from the Market and disqualification for future Markets.
18. Because no insurance is provided to participants by Lake Tahoe Markets, each Vendor must carry its own commercial liability insurance, naming Lake Tahoe Markets as an additional insured with respect to the Vendor's participation in the Market.

RULES APPLICABLE TO THE DIFFERENT VENDOR CATEGORIES WITHIN THE MARKET:

GROWER:

1. Prices must be displayed at all times.
2. Vendors are required to include certification papers with application, no exceptions. Vendors that do not include certification papers will be denied. Second certifications will be accepted on an as-

needed basis only and must be pre-approved by the Market Management. Certification papers must be posted in the booth at all times.

3. Vendor agrees to comply with the laws and regulations of the United States Department of Agriculture (USDA), which can be accessed at www.usda.gov – Regulations and Directives page.
4. Nevada and organic growers will be given first consideration for product and space. Special permission may be granted by the Market Management for growers not meeting the mileage criteria. Exceptions to this rule must be in the best interest of the Market.
5. Scales used in the Market must have a current valid inspection seal from the Department of Weights and Measures.

FOOD (On-site preparation):

1. Vendors must have a State of Nevada Resale Tax Permit, Nevada State Health Department food permit, and all other appropriate licenses and permits required by the City, County and State.
2. Vendors may not serve any consumable products in glass containers.

PACKAGED FOODS:

1. Vendors must have all appropriate licenses and permits required by the City, County and State.
2. Vendors must have a Nevada State Health Department food permit, if required.

ARTISAN/CRAFTER:

1. All artisan/crafter applications will be reviewed and juried by the Market Manager. Applicants must have created, sewn, constructed or otherwise fashioned from component materials the item(s) they sell. The component materials must be sufficiently modified from their original state to demonstrate fine craftsmanship. Photographs or sample products may be required. Buy/sell products are prohibited for artisan/crafter vendors.

NONPROFIT:

1. Vendors may only sell items or distribute information as listed on the application and approved by the Market Management. Vendors may be required to submit photographs or samples of items and/or copies of informational material for approval.
2. Vendors are required to submit proof of non-profit status with application.
3. Organization representatives will not interfere with Market operations by aggressively soliciting signatures, donations or attention. All activities must take place inside the booth area and cannot block walkways or access to assigned booth space.
4. Organizations must display its name and must comply with all applicable Market rules.
5. Nonprofit organizations must adhere to the Market theme of healthy eating and lifestyles and the Market's support of community. Political campaigns/candidates are allowed pending approval by Market Management.

Market Manager – Steve Rozier (775) 339-1203
State of Nevada Department of Taxation (775) 688-1295
Carson City Health and Human Services and Douglas County (775) 887-2190
Washoe County Health Department, (775) 328-2400
United States Department of Agriculture (202) 720-2791

I have read and fully understand the Rules and Regulations stated above and by my signature below I agree to accept all of its terms and conditions.

Signature _____ Date _____

**Lake Tahoe Farmers Markets
Summer 2017**

HOLD HARMLESS/INDEMNIFICATION AGREEMENT

In consideration of Lake Tahoe Market's acceptance of the applicant's ("Applicant") application to participate in the Incline Village Farmers Market ("the Market"), the Applicant (its officers, directors, agents, employees, representatives, and/or members) agrees to indemnify, hold harmless, protect, and defend Lake Tahoe Markets, Washoe County, as well as all entities' agents, employees and/or representatives, from and against any and all loss, claim of loss, injury (including, but not limited to, personal injury), damage (including, but not limited to, reasonable attorneys' fees and court costs), claimed by or resulting from a claim by a third party or the Applicant (or any officer, director, agent, employee, representative, and/or member of the Applicant), that arises out of, or is in any manner, related to any act or failure to act by the Applicant (its officers, directors, agents, employees, representatives, and/or members) in connection with the Applicant's participation in the Market.

I hereby affirm that I have read and understand the Hold Harmless/Indemnification Agreement and agree to the terms expressed therein.

The undersigned has read this Agreement carefully and represents that he or she has the authority to execute this Agreement on behalf of the party for whom he or she is signing.

Name of Business or Organization (please print)

Applicant Signature

Date