

# Lake Tahoe Markets – Summer 2020

Incline Village Farmers Market

Thursdays May 14 – Sept 3

3:00 pm to 6:00 pm

Incline Village Library Parking Lot

845 Alder Avenue

Incline Village, Nevada

NAME OF BUSINESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

### **Check one category:**

- Grower                       Packaged Food                       Prepared Food                       Entertainment  
 Nonprofit                       Artisan/Crafter                       Cooking Demonstration

**Provide a brief description of booth setup, items to be sold, information that will be passed out, anything that applies to your booth:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Booth Fees:** All booth rentals are \$40/week. **MAKE CHECKS PAYABLE TO LAKE TAHOE MARKETS**

Please sign below to confirm that you have obtained all required license(s), permit(s) and authorization(s) necessary to operate as a vendor at the Market:

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

**Mail to:** Lake Tahoe Markets  
P.O. Box 11775  
Zephyr Cove, NV 89448

### ***Send all that apply:***

- Completed Application                       Proof of Nonprofit Status (**only** if required)  
 Certification Papers (for produce only)                       Payment (Make check payable to Lake Tahoe Markets)  
 Proof of insurance (**only** if required)                       Signed Hold Harmless/Indemnification Agreement

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## Rules and Regulations for the Operation and Use of Market Spaces

All Vendors must complete an Application. Applications must be completed in their entirety; appropriate fees and attachments must be included or the Application will not be approved. We only have nineteen vendor spaces available. Once the nineteen vendor mark is established, vendors will be put on a waiting list and will be notified once a space is available.

### Fees

1. Booth Rental Fees of \$40/week must be paid to Market Management 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 by Credit card (with an administrative fee attached) and must be received by Lake Tahoe Markets prior to the start of the Market. **No refunds of pre-payment will be issued for cancellations.**
2. Make all checks payable to **Lake Tahoe Markets, LLC.**

### Hours of Operation

3. 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). Vendors are required to provide adequate notice of late arrival or if unable to attend a Market.
4. In fairness to all Market Vendors and to prevent the appearance of the Market ending early, **Vendors are NOT allowed to break down booths prior to the close of the Market at 6:00 p.m.**

### License and Permit Requirements

5. The Market is not responsible for advising Vendors regarding any local, state or federal regulations or laws. 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.
6. 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.
7. 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.

### Requirements of Vendors

8. Pets and smoking are prohibited in vendor booths. No exceptions.
9. Each Vendor must provide its own canopy which will fit within the assigned 10x10 booth space.
10. Vendors may sell only within their assigned space. Roving peddlers will not be permitted.
11. Vendors are required to remove trash and other articles from their booth area at the close of the Market.

### General Information

12. The Market does not discriminate on the basis of race, color, religion, sex, national origin, age or disability.
13. 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.
14. 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.

## **RULES APPLICABLE TO THE DIFFERENT VENDOR CATEGORIES:**

### **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](http://www.usda.gov) – Regulations and Directives page.
4. Nevada and organic growers will be given first consideration for product and space. 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. Non-Profit Vendors are required to submit proof of non-profit status with application. Vendors may only sell items or distribute information as listed on the application and approved by the Market Management. Organizations must display its name and must comply with all applicable Market rules.
2. 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.
3. 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.

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 \_\_\_\_\_

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## 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