

Dear Grapevine Farmers Market Vendor Applicant,

The Grapevine Convention & Visitors Bureau (CVB) invites you to apply to participate in the Grapevine Farmers Market. The Grapevine Farmers Market (GFM) is an open-air market, located at the Gazebo in Historic Downtown Grapevine.

As we prepare for what we hope to be the best farmer's market season yet, please carefully read the application instructions below:

- LOCATION Town Square Gazebo on Main Street, 325 S. Main St., Grapevine, TX 76051
- SEASON Fridays and Saturdays, April 12 October 12, 2019
- HOURS 8 a.m. 2 p.m.
- VENDOR BOOTH FEES \$20 per day/\$30 per weekend

The GFM offers fresh Texas produce, baked goods, handcrafted and Texas-made items. The market is open rain or shine, but to maintain the safety of shoppers and vendors is subject to close without notice due to extreme weather conditions. It is a great place to bring the whole family, learn about Texas products and shop local.

We thank you for your interest! Sincerely,

Rusty Hernandez Director of CVB Meeting & Event Venues 817-410-3459 <u>RHernandez@GrapevineTexasUSA.com</u>

# VENDOR RULES AND REGULATIONS

The Grapevine Farmers Market (GFM) is an open-air market that operates 8 a.m. - 2 p.m. in the Town Square Gazebo area located at 325 S. Main St. on Fridays and Saturdays from April 12 - October 12, 2019.

- The GFM managers have the final authority, on-site, to interpret and enforce rules and regulations related to the GFM. Vendors that do not comply with instructions and/or the policies and regulations of the GFM may not be eligible to participate in future markets.
- 2. All vendors must sign an agreement stating they will comply with the rules and regulations of the GFM and agree to follow the instructions of the GFM managers.
- 3. All products sold at the GFM shall be grown or produced within the geographic boundaries of the State of Texas or within 150 miles of the GFM.
- 4. Distributor products like Scentsy, Origami Owl, It Works, etc., are not allowed.
- 5. Hemp-based products are not allowed.

## APPLICATION

- 1. Submitting an application does not guarantee acceptance.
- 2. All vendors must have a valid Texas Sales Tax ID number along with other necessary business permits to participate in the GFM.
  - a. A Tax ID number may be obtained from the State Comptroller's office. Please visit <u>window.state.tx.us</u> for an application.
- 3. All applications must include a notarized copy of Hold Harmless Agreement.
- 4. Photos of your merchandise (artisans only).
- 5. Vendors may only sell items listed on their application. Any new items will need prior approval from the GFM manager beforehand.

## VENDOR COSTS

- 1. Rate is \$20 per day or \$30 per weekend for a 10 X 10' space. In addition, vendors will also pay three percent (3%) of daily gross sales, to market manager at the end of each day.
- 2. Vendors may pre-pay for space(s) on a monthly basis. Payment for the entire month is required by the 25<sup>th</sup> day of the previous month (no refunds issued).
- 3. Vendors **<u>cannot</u>** sublease a pre-paid space to another vendor.

## VENDOR BOOTHS/CHECK-IN

- 1. Check-in begins at 7 a.m. on Market days; all vendors must check in by 7:30 a.m. to participate. Refunds will not be given to pre-paid vendors that are late. All booths must be set by 8 a.m. No exceptions.
- 2. Vendors cannot begin set-up until they check-in.
- 3. Spaces are available on a first come, first serve basis.
- 4. IMMEDIATELY after unloading, vehicles must be moved from the loading area to the designated city parking lots.

- 5. Teardown begins at 2 p.m. Early teardown will result in vendor not being eligible to participate in future markets.
- 6. All vendor spaces are 10 X 10' in size. Vendors who are not under the market pavilion behind the Gazebo must provide their own 10 X 10' canopy tent. All tents must be clean, free of holes/tears and presentable to the public. Each leg must be anchored with no less than 10 pound weights. Stakes are not allowed.
- 7. Vendors must provide their own tents, tables, chairs, signage, refrigeration, storage, etc.
- 8. Vendors shall supply all materials and containers for customer sales.
- 9. Trash must be placed into suitable containers and hauled off by the vendor. Vendors must clean their space at the end of market. A fee of \$50 will be assessed if it is necessary for the GFM Market Manager to clean a vendor space. Fees will be paid prior to any future participation.
- 10. Electricity and water access is limited; prior arrangements must be made with GFM management.
- 11. No generators allowed.

## HEALTH, SAFETY AND RELATED RULES

- 1. Vendors and their employees are responsible for informing themselves about and complying with federal, state and local health regulations and licensing requirements governing the production, display, distribution and sale of their products.
- 2. Manufactured food products must meet Tarrant County Health Department requirements, including licensing and permitting rules.
- 3. All food items must be properly labeled; unlabeled packaged and/or processed foods are not allowed.
- 4. Vendors providing samples of their products must comply with the rules governing sampling, market sanitation and health codes of the Tarrant County Health Department or other authorities, as applicable.

## PARKING

- 1. Vendors must park vehicles in one of these designated city parking lots:
  - a. the northeast corner of Wall St. and Jenkins St.
  - b. the parking lot in the 300 block of Jenkins, east of the GFM (vehicles must be parked at the far east end of the lot).
- 2. Handicapped parking is available.

## WEATHER

- 1. The GFM is open rain or shine.
  - a. If extreme weather conditions arise, to maintain the safety of shoppers and vendors, the GFM may close without notice.
- 2. There are no refunds or payment transfers for inclement weather.
- 3. The GFM does not provide shelters from rain, sun, wind, etc.
- 4. The GFM is not responsible for lost or damaged merchandise due to weather.

#### DURING MARKET HOURS

- 1. Smoking is prohibited in the vendor and sales areas during the GFM.
- 2. Vendors may not change spaces during the day.
- 3. Vendors must sell from their booth only. No soliciting outside of booth is allowed.
- 4. No amplified sound allowed.
- 5. All vendors shall conduct themselves in a professional manner while at the GFM. Shoes and shirts are required at ALL times. Profanity or any other inappropriate conduct is grounds for permanent eviction from GFM.
- 6. Absolutely no pets, except for ADA service animals will be allowed with vendors on the GFM grounds at any time.
- 7. Weights and Measures: All products shall be sold at a standard weight or measure. Products may be sold by the pound, as long as scales used are certified by the Texas Department of Agriculture. Otherwise, produce shall be sold by the piece, pint, quart, peck or another generally accepted measure of quantity.
- 8. Quality Control: GFM management reserves the right to ask a vendor to remove any inappropriate produce and other items of an unacceptable quality from the market.

#### SEASON

April 12 – October 12\* (50 dates) Fridays and Saturdays, 8 a.m. – 2 p.m. daily April 12, 13, 19, 20, 26 and 27; May 3, 4, 10, 11, 24, 25 and 31; June 1, 7, 8, 14, 15, 21, 22, 28 and 29; July 5, 6, 12, 13, 19, 20, 26 and 27; August 2, 3, 9, 10, 16, 17, 23, 24, 30 and 31; September 6, 7, 20, 21, 27 and 28; October 4, 5, 11 and 12

\*There will be no GFM during Main Street Fest and GrapeFest®

Any vendor in violation of these policies may be permanently removed from the GFM and no refunds will be given.

## Hold Harmless and Indemnity Agreement Grapevine Farmers Market April 12 – October 12, 2019

I, \_\_\_\_\_\_, the Undersigned, binding my heirs, executors, administrators, estate and assigns, do hereby agree to completely and wholly release, indemnify and hold harmless the Grapevine Convention & Visitors Bureau, City of Grapevine, its officers, agents, independent contractors, and employees for any and all claims, damages, harm, personal injury, including death, property damage, lawsuits and judgments, including court costs, expenses and reasonable attorney's fees, and all other expenses resulting from the activities, programs, and events occurring on the above-stated date of the stated event in Grapevine, Texas.

It is the understanding of all parties that this release, indemnity, and hold harmless agreement shall apply whether or not the claims, damages, harm, personal injury, including deaths, property damage, lawsuits, judgments, court costs, attorney's fees or any other expense arise from the negligence of whatever nature, omissions, willful or intentional acts of the vendors or vendor's officers, agents, employees, independent contractors, other representatives, invitees, licensees, or guests.

If this vendor is other than an individual, vendor certifies, warrants and represents that the individual whose signature appears below is duly authorized to execute this Agreement on behalf of the firm, corporation, partnership or other entity who is the vendor.

IN WITNESS WHEREOF, this Agreement has been executed this day of , 2019 Vendor: Signature: \_\_\_\_\_ Printed Name: Title: STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ \_\_\_\_\_ on this day personally appeared \_\_\_\_\_ Before me known to me (or proved to me on the oath of \_\_\_\_\_) or through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_\_, A.D. \_\_\_\_\_. Notary Public In and For The State of \_\_\_\_\_\_. (Seal) My Commission Expires \_\_\_\_\_\_.



Grapevine Farmers Market Grapevine, Texas April 12 – October 12, 2019 Official Vendor Application

Please PRINT or TYPE neatly.			
Business Name:			
Contact Name:			
Mailing Address:			
City, State, Zip:			
Daytime Phone:	Alternate Phone:		
E-mail:			
Website (if applicable):	TX Sales Tax ID #		
below. Please be specific and include	splaying or selling during Grapevine Farn e a price range.		
	e Farmers Market before? (circle one)		N
Would you like to pre-pay monthly? (circle one)			Ν
Miscellaneous Information: Grapevi	ne Farmers Market will take place RAIN	or SHINE. The	e Grapevin

**Miscellaneous Information: Grapevine Farmers Market will take place RAIN or SHINE.** The Grapevine Farmers Market and Grapevine Convention & Visitors Bureau (CVB) will not assume responsibility for damage or theft of your property. Vendor is responsible for submitting all applicable taxes directly to the proper agency. Electricity and water is limited and prior arrangements must be made with management. No generators allowed. All sale and display items must be contained within assigned area. Please note: <u>Submission of an application does not guarantee acceptance.</u> The CVB reserves the right to approve products and will not offer any product exclusives.

Grapevine Farmers Market Hours: Fridays and Saturdays 8 a.m. to 2 p.m.



#### There will be NO Grapevine Farmers Market during the weeks of Main Street Fest (May 17-19) and GrapeFest<sup>®</sup> (September 12-15) 2019

Please use this area for comments or requests.

Vendor Checklist:

\_\_\_\_ Hold Harmless agreement signed and notarized

- \_\_\_\_ Completed application (on file until October 12, 2019)
- \_\_\_\_ Photo of merchandise (artisans only)

(For official use only)	
Business:	
Name:	
Placement:	
Address:	
Phone:	

I have read and understand the policies and procedures for the Grapevine Farmers Market. I agree to follow all rules and regulations set forth by the Grapevine Farmers Market management and understand that failure to do so can result in immediate expulsion without refund. I will have no dogs, cats, reptiles or pets of any kind, illegal substances, alcohol or weapons on my person, my table or my vehicle during the Grapevine Farmers Market.

Signature

Date

Mail or deliver applications to: Grapevine Convention Center 1209 S. Main St. Grapevine, TX 76051