



2021 Vendor Application Packet

Dear Farmers Market Applicant:

We invite you to apply to participate in the Roanoke Farmers Market. The market will be held each Saturday from April 3rd – September 25th from 8:00 AM - 12:00 PM. The market will be located in the plaza in front of City Hall at 500 S. Oak St.

The following items must be completed and submitted for the application to be considered:

- Completed application
- Current photos of your products and/or your overall display
- Signed copy of Market Rules & Regulations (included in packet)
- Notarized Hold Harmless Agreement (included in packet)
- Copy of General Liability Certificate (name City of Roanoke as 'Additional Insured')
- Copy of Food Liability Certificate

Email or Mail completed application and necessary documents to:

City of Roanoke
Attn: Mary Jo Tellin
Special Events Coordinator
500 S Oak Street
Roanoke, TX 76262

Sincerely,
Mary Jo Tellin
Administrator Special Events, Marketing & Tourism
mtellin@roanoketexas.com
817-491-8151

Farmer's Market 2021 Application

Company Name:	
Contact Name:	
Mailing Address:	
City, State Zip:	
Business Phone:	Cell Phone:
Phone Number During Market:	
Email Address:	
Business Website:	

Description of items to be displayed/sold:

***Please enclose photos of items to be sold/photos of booth set up. Photos of accepted vendors become property of the City of Roanoke.**

How did you hear about the Farmer's Market 2021? **Select One.**

Returning Vendor

Social Media Ad

City Website

Word of Mouth

City Staff

Other _____

VENDOR RULES & REGULATIONS

- Market location is in the plaza of the Roanoke City Hall (500 S. Oak Street).
- COVID 19 safety protocols will be in place to include mask wearing, social distancing and hand washing.
- Season is Saturday, April 3rd – September 25th. The season will consist of **26** weeks. It is preferred vendors be present for the duration of the 26 weeks.
- Vendors are required to stay open from 8:00AM to 12:00PM, unless prohibited by severe weather. **Do not close down early, even if out of products, as customers may assume the Market is closed which will affect the other vendors.**
- Products must be grown / produced within 150 miles of Roanoke. Market vendors must be the actual growers, breeders, producers of the products sold. Market vendors may designate a sales representative.
- Resellers, distributors, wholesalers, manufactured products or service-oriented vendors are prohibited.
- Weekly permit fee is \$10 per 10x10 space.
- Permit fees are due 1st of each month payable via an online link that will be emailed to each vendor.
- Permit fees can be paid monthly or for the season; not weekly.
- Permit fees paid for the entire season garners a 10% discount and a permanent location.
- Farmers Market Manager will assign locations.
- Locations will be assigned the 1st of each month (if not permanent). All attempts will be made to keep vendors in the same place.
- Farmers/Producers are responsible for tents, 10lb weights, tables, chairs & signage.
- **Farmers/Producers are responsible for attaching weights to tents, taping down any loose electrical cords and securing any other moveable apparatus that could come loose or harm themselves or a customer in any way.**
- You and/or your representative must be present at your assigned table during Market hours. All sale and display items must be contained within the designated sales area.
- All vendors will require liability insurance, food insurance & a hold harmless agreement.
- Products must abide by all applicable production, manufacturing and health laws.
- Farmers/Producers may be subject to a health inspection. The City of Roanoke will manage the inspector and pay all inspector fees. Inspection requirements will be forwarded to all Farmers/Producers several weeks prior to inspection.
- The Roanoke Farmers Market will accept the following type vendors:
 - Food / Beverage Producers** - food grown and/or raised on a local farm/ranch/garden within 150 miles of Roanoke. Examples - fruits, vegetables, dairy, meats, poultry, eggs, honey, plants, flowers, fruit drinks.
 - Cottage Food Producers** - food produced in a kitchen compliant with Texas Cottage Food Laws (<https://texascottagefoodlaw.com>) and with a Texas Food Handlers Certificate (<https://foodhandlerclasses.com>) Examples - baked goods w/ no refrigeration (cakes, cookies, pies, breads, tortillas, pastries), jams, jellies, salsas, sauces, fruit butters, nuts, dehydrated fruits/beans/vegetables, pickles, granolas, cereals, candy, coffee, tea, vinegars, mustards, dry spices, syrups, pet food products, tamales, pastas.
- The City of Roanoke does not assume responsibility for damage or theft of vendor property.
- Vendors are responsible for submitting all applicable taxes directly to the proper agency.
- All exhibitors are expected to conduct themselves in a professional manner, and in accordance with the rules of this agreement. Any unruly conduct, refusal to follow rules or use of foul language to Market Managers, patrons or City staff will be considered grounds for dismissal. Vendor will not be invited to return to subsequent Markets.
- Vendors will have no alcohol, illegal substances or weapons on person or in the sales area during the event.
- Vendors agree with the provisions provided in this packet. Vendor agrees to follow all rules and regulations set forth by Market Manager and City staff and understands that failure to do so can result in my immediate dismissal.
- Submission of application does not guarantee acceptance or placement. Market Managers and City staff reserve the right to select or reject vendors and to release vendors throughout the season.

Vendor Signature: _____ **Date:** _____

Hold Harmless and Indemnity Agreement 2021

I, _____, the undersigned, binding my heirs, executors, administrators, estate and assigns, do hereby agree to completely and wholly release, indemnify and hold harmless the City of Roanoke, 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 Roanoke, 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 death, property damages, 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 of vendor’s officers, agents employees, independent contractors, other representatives, invites, licenses, 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 the agreement on behalf of the firm, corporation, partnership or other entity who is the vendor.

It is understood that this agreement will be applicable for the 2021 calendar year. This agreement includes participation in any and/or all of the following events where vendors are accepted such as It’s Time Texas Community Challenge, Roanoke Valentines Dance, Roanoke Fishing in the Park, Evenings on Oak Street Concert Series, Roanoke Bunny Hop and Hunt, Farmers Market, Roanoke Roundup, Independence Day Celebration, Prevent & Protect Shred Event, Celebrate Roanoke!, Roanoke Old-Fashioned Christmas Parade & Event, as well as any and all City sponsored and/or partnered events that may be planned and participated in during the year.

IN WITNESS WHEREOF, this agreement has been executed this _____ day of _____ 20____.

Vendor Business Name: _____
Signature: _____
Printed Name: _____
Title: _____

STATE OF _____ COUNTY OF _____

Before me _____ on this day personally appeared _____
Notary Name Print Individual Print Name
known to me (or proved to me on the oath of _____) or through _____
(Description of identity documentation)

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. _____.
Day Month Year
[Notary Seal Stamp Below]

Notary Public In and For the State of _____

My Commission Expires: _____