

## EAST TEXAS STATE FAIR FARMERS' MARKET

MARKET LOCATION: Park of East Texas/East Texas State Fairgrounds  
2112 W. Front St.  
Tyler, TX 75702

MARKET OPEN: Every Tuesday, Thursday and Saturday  
May 15, 2010 – August 21, 2010

MARKET HOURS: 7:00 a.m. through 1: 00 p.m.  
Rain or Shine

### MISSION

1. Be a hub of activity and enliven the Park of East Texas/East Texas State Fairgrounds area
2. Promote a sense of community within the City of Tyler
3. Bring fresh local food to the public
4. Provide farmers and producers a place to sell their goods at a reasonable price

## REQUIREMENTS OF VENDORS

- \_\_\_\_\_ 1. This shall be a grower's market only.
- \_\_\_\_\_ 2. Market dues will be \$30.00 paid yearly and \$10.00 daily thereafter. Fees are due on arrival. If paying by check, make it payable to: East Texas State Fair Farmers' Market
- \_\_\_\_\_ 3. All vendors must submit a completed, signed application. The Market reserves the right to refuse participation to an applicant.
- \_\_\_\_\_ 4. The Market will designate all vendor parking spaces. All vendors must occupy the next consecutive stall space each day upon arrival. There will be no reserved stalls.
- \_\_\_\_\_ 5. All vendors will have the option to use a canopy in the space provided instead of using the covered pavilion space. If a vendor decides to use a canopy, it shall be no larger than 10 ft. x 10 ft. The canopy must be weighted down sufficiently to prevent any movement from the wind. The Market may require that a canopy be removed if it is deemed to be unsafe.
- \_\_\_\_\_ 6. All vendors must display signs showing name, city and county. Vendor signage must be contained in stall space. Banners are also welcome.
- \_\_\_\_\_ 7. No hawking of items is allowed.
- \_\_\_\_\_ 8. All products shall be clearly labeled.
- \_\_\_\_\_ 9. Growers using the Market are subject to field inspection to verify their source of produce. Refusal brings automatic expulsion from The Market. Vendor will not receive refund of dues or fees paid.
- \_\_\_\_\_ 10. Producers may sell farm and food products including but not limited to: fruit, vegetables, dairy, meat, nuts, cut flowers, peanuts, cheese, cider, jams, jellies, relishes, honey, canned goods, and baked goods.
- \_\_\_\_\_ 11. It is the responsibility of each vendor to abide by all state and federal regulations governing the production, harvesting, preparation, reservation, labeling, and/or safety of the products offered. Vendors are solely responsible for damages resulting from the sale of unsafe, unsound or unapproved goods.
- \_\_\_\_\_ 12. The Park of East Texas, the East Texas State Fair, the City of Tyler, Texas and the members of The East Texas State Fair Farmers' Market shall not be held liable for the products offered by vendors. Product and Liability insurance is the responsibility of the producer.
- \_\_\_\_\_ 13. The arts and crafts must be handmade or an original item by the artist. No resale of mass produced items will be allowed.
- \_\_\_\_\_ 14. Sale of live animals is prohibited.

\_\_\_\_\_ 15. Fraudulent, dishonest or deceptive merchandising, disruptive behavior, or collusion to set prices among vendors is strictly prohibited and will result in suspension or termination of selling privileges.

\_\_\_\_\_ 16. Each vendor is required to clean up his/her stall space. All boxes should be broken down and placed in the dumpster with all other garbage.

\_\_\_\_\_ 17. Vendors may bring shelled peas to Market. They must be freshly shelled and maintained on ice. Eggs must also be refrigerated at a temperature of 45° or less.

\_\_\_\_\_ 18. Providing cut or otherwise open sampling for tasting, smell or texture is prohibited. Only whole, uncut fruit and vegetables may be given for samples.

\_\_\_\_\_ 19. The Market reserves the right to revise rules and operations at any time. Any item that would change the continuity of the Farmers' Market will require a unanimous vote by secret ballot. This would include, but not be limited to, granting or restricting membership in the organization.

# EAST TEXAS STATE FAIR FARMERS' MARKET RULES AND REGULATIONS

## **Vendor's Understanding and Acceptance of Rules and Regulations:**

I have read and understand the above stated Rules and Regulations for the East Texas State Fair Farmers' Market and agree to abide by them. I will have met all local, state and federal health, inspection and licensing requirements prior to selling at the Market.

I do not hold the City of Tyler, Texas; The Park of East Texas; The East Texas State Fair Association or the Market Manager liable for any property damage or personal injury that either my representatives or I may incur while selling at the Market. I accept full financial liability for my actions and all products that either I or my representatives sell at the East Texas State Fair Farmers' Market.

I further agree to indemnify, defend and hold harmless the City of Tyler, Texas; the Park of East Texas; and the East Texas State Fair Association, its officers and agents from and against any and all claims and actions for injury, damage or loss to persons or property or other liabilities or expenses whatsoever, including court costs and attorney's fees, related or arising out of my or my agent(s) actions, omissions and operations in connection with the East Texas State Fair Farmers' Market.

Vendor's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

SS # \_\_\_\_\_  
WIC Providers must provide

**PLEASE SIGN AND RETURN THIS DOCUMENT WITH ALL REQUIRED  
CERTIFICATIONS, REGISTRATIONS OR LICENSES TO:**

**CATHY GROTE-EAST TEXAS STATE FAIR FARMERS' MARKET MANAGER  
2112 W. FRONT STREET, TYLER, TX 75702  
(Phone) 903-881-9773 (Fax) 903-597-0692**

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT "A" – ACKNOWLEDGEMENT AND RELEASE**

\_\_\_\_\_ (“Participant”) has reviewed a copy of the Insurance and Indemnity Addendum with complete release of liability and indemnification by and between: \_\_\_\_\_ (“Vendor”) and The East Texas State Fair Farmers’ Market dated, \_\_\_\_\_ 20\_\_, (the “Addendum”) and, as a Participant, hereby agrees to abide by all of the terms and conditions set forth therein as such term or condition applies to Participant, INCLUDING INDEMNIFICATION PROVISIONS. Unless otherwise defined herein, all capitalized terms herein shall have the meaning set forth in the Addendum.

Participant acknowledges that he/she/it is an independent contractor of Vendor and not an agent, representative, contractor or subcontractor of The East Texas State Fair Farmers’ Market (as defined in the Addendum), does not have any responsibility of obligation (monetarily or otherwise) to him/her/it in connection with his/her/its performance of Activities on the East Texas State Fair Property.

This Acknowledgement and Release shall survive the Term of the Addendum and Agreement between Vendor and The East Texas State Fair Farmers’ Market.

SIGNED AND ACCEPTED AT:

Vendor’s Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

# THE EAST TEXAS STATE FAIR FARMERS' MARKET RULES AND REGULATIONS

List of Vendor's Products Offered for Sale  
Approximate Dates Available

	PRODUCT	SEASON/DATES
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
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22.	_____	_____
23.	_____	_____
24.	_____	_____
25.	_____	_____

**INDEMNITY ADDENDUM  
THE EAST TEXAS STATE FAIR FARMERS' MARKET**

**FOR AND IN CONSIDERATION** of receiving permission to enter upon the Property to conduct the (“Activities”) provided in the Contract and Agreement (“Agreement”) between (“Vendor”) and The East Texas State Fair Farmers’ Market, Vendor agrees to the following terms and conditions for the use of the Property for any one or more of the Activities by Vendor and/or Vendor’s subcontractors::

**INDEMNITY AND RELEASE**

1. **RELEASE:** Vendor and vendor’s subcontractors for themselves, their successors and assigns hereby release and fully discharge the East Texas State Fair Farmers’ Market, its affiliates, subsidiaries, and any of its or their representatives from any claims, causes of actions, settlements, liabilities, demands, damages, losses and expenses (including without limitation, attorneys’ fees, court costs, or any costs resulting from any environmental response or remediation or other cleanup or disposal) of any kind, which vendor or vendor’s subcontractors may have or incur for, from or relating to any accident, damage (including without limitation, actual or direct damages, or any lost profits, special, indirect or consequential damages of any kind) or injury (including without limitation, personal injury, bodily injury, sickness or death) of any person or property (real, personal or mixed) of vendor or vendor’s subcontractor sustained or incurred in connection with vendor’s or any of vendor’s employees, agents, principals or subcontractor, regardless of whether such accident, damage or injury is caused by or attributable to (in whole or in part) by the negligent (sole, joint, concurrent, simple or gross negligent) acts or omissions, strict liability, products liability, any condition or defect in or on any property, or any other fault or responsibility of the East Texas State Fair Farmers’ Market.
2. **INDEMNITY:** Without being limited by any insurance coverage, vendor and vendor’s subcontractors hereby agree to fully indemnify, defend and hold harmless the East Texas State Fair Farmers’ Market from and against any and all claims (including, without limitation, any actual or direct damages, or any lost profits, special, indirect or consequential damages), settlements, penalties, fines, losses and expenses (including without limitation, attorneys’ fees, court costs, or any costs resulting from any environmental response or remediation or other cleanup or disposal), actual or threatened, arising under any theory of liability (including without limitation, common law, statutory, regulation, tort, contract, strict liability, product liability, or other), collectively, (“Losses”), incurred by, arising in favor of, or asserted or brought by the East Texas State Fair Farmers’ Market, vendor or any agent, representative, employee or subcontractor of vendor, or any third party (including without limitation, arising from any accident, damage or injury to any person or property (real, personal or mixed), resulting or arising from or relating to, any breach of this agreement by vendor or vendor’s subcontractor, or the presence of any activities (including but not limited to, the identified activities( of vendor or vendor’s subcontractors on or off the East Texas State Fair Farmers’ Market property, or any services provided by vendor or vendor’s subcontractors (or any of their affiliates, subsidiaries, or any of their respective directors, officers, employees, agents or representatives) regardless of any such losses are attributable to (in whole or in part) the actions, omissions, negligence (sole joint, concurrent, simple or gross) strict liability, products liability any condition or defect in or on any property or other fault or responsibility of any member of the East Texas State Fair Farmers’ Market vendor, vendor’s subcontractors or any third person or party.
3. Vendor shall obtain a written acknowledgement and release in the form set forth on Exhibit “A” attached hereto from all of its independent contractors performing the activities prior to said party entering the East Texas State Fair Farmers’ Market property and commencing the activities. Furthermore, all such executed acknowledgements shall be faxed to the East Texas State Fair Farmers’ Market at the address set forth in the agreement.
4. In the event of a conflict between the terms of the agreement and the terms of the addendum, the terms of the addendum shall govern and control.

SIGNED AND ACCEPTED BY:

Vendor’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_