

Preserving Our Downtown's Past and Planning For Its Future

A Colorado Main Street Community, Member, Colorado Community Revitalization Association and Colorado Farmers' Market Association

4th Annual Farmers' Market Seller Application—2006

19 weeks, every Thursday, 3 to 7pm, June 15 through October 19

3rd & Mountain, Berthoud, CO, in Larimer County

Name _____ Day Phone _____

Evening Phone, if different _____ Cell/Other _____

How to be reached on morning of Market Day: _____

Mailing Address _____
(Street or PO Box) (City) (State) (Zip)

Physical Address _____
if different from mailing (Street) (City) (State) (Zip)

Farm/Business Name _____

E-mail address _____

I will only sell products that my family or I have raised or made locally in Boulder, Larimer, Morgan, Adams and/or Weld counties, and that has not been purchased for resale. This does not apply to produce which is noncompetitive with the local market, such as peaches, apples, cherries, apricots, pears, plums, nectarines, processed foods, or items such as kettle corn or fresh flowers, approved at the discretion of Berthoud Main Street Program (BMSP) Farmers' Market sub-committee. If I am a non-local seller selling noncompetitive products, such as fruit from the western slope or processed foods, I am either the owner or authorized agent of the owner. I guarantee that any crafts that I sell have been made by myself or by my family. If a seller's operation is compromised by an act of God, an exemption may be created for that year only, subject to the rules that accompany this application and are made part of any agreement.

Completed applications must be delivered to BMSP by Friday, May 5, 2006, which reserves the right to review and accept sellers throughout the Market season. Sellers will not be reviewed as a potential seller without completing and returning this application. Submission of a signed and dated application is acknowledgement of and agreement to:

- BMSP has the right to refuse the marketing of any produce or products and to reject any seller.
- Sellers not confirmed by BMSP by May 11 may miss deadlines for inclusion on BMSP promotional materials.
- Seller agrees to sell at each of the 19 weekly Markets in 2006, unless seller notifies BMSP of absence two weeks in advance and seller doesn't exceed three absences in 2006, or prior approval is made with BMSP.
- For an emergency absence, sellers will call the BMSP or its designee by 10am on Market Day or be fined \$20. This ensures smooth Market operations and consumer credibility, i.e., consistent space placement in Market and advance promotion of sellers by BMSP.
- Set-up is at 2pm and seller agrees to be set-up and ready to sell by 3pm each Thursday. Sellers may load in and out on-site between noon and 2:50pm and unless seller vehicle is approved by BMSP to be on-site, BMSP requires sellers to park vehicles at least two blocks away from site to ensure ample customer parking.
- Sellers are required to secure their tents on all sides with weights or equivalent holding mechanism. BMSP will require sellers to remove their tents if not secured.
- BMSP carries liability insurance covering common Market areas and not covering seller booth area, seller products or customers of seller booths. Sellers are strongly advised to carry their own liability insurance and submit a copy to BMSP.
- Approved sellers agree to pay BMSP seven percent (7%) of gross sales at each Market plus a five dollar (\$5) space fee for each space used at each Market. In addition, sellers agree to submit gross sales amounts for all food and non-food items sold each Market day and pay the applicable sales taxes: State of Colorado (2.9% non-food only), County of Larimer (0.8% non-food only), Town of Berthoud (3% food and non-food). BMSP collects these taxes from sellers and pays these taxes to the Colorado Department of Revenue each month.

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- New sellers to the 2006 Market must complete and submit a sales sheet each week and pay in full weekly at the close of each Market Day. Returning sellers may pay weekly or monthly but in either case must submit a weekly sales sheet. If paying monthly, payment must be made on June 29, July 27, August 31, September 28 and October 19 for all fees and taxes due from sales made in each of those specific months. BMSP will provide receipt for cash payment; if payment is by check, the check will serve as receipt.

Please list everything you would like to sell:

Features for BMSP to promote: _____

I give the BMSP permission to visit my farm/garden by appointment. Please draw a map with brief directions to your farm/garden. If you lease land, provide the name and phone number of the owner on the line below:

(Owner Name) (Owner Phone Number)

Circle your cultural practices: *Certified Organic* *Pesticide Free* *Conventional*

How many total cultivated acres: _____ Number of spaces you'll need at Market: _____

Do you request a late season start date? (other than June 15)? NO YES If Yes, enter date: _____

If you know now of any planned absences between June 15 and October 19, please enter each Thursday's date:

Any special needs (i.e., electrical)? _____

RELEASE:

By signing this application, and provided BMSP approves seller participation, applicant agrees to abide by all policies and rules set forth in this application, and those set forth in the rules and regulations enclosed and made part of this completed application. Violations may result in immediate expulsion from the Berthoud Farmers' Market.

I hereby release and forever discharge Berthoud Main Street Program, its agents, manager, contractors, sellers, volunteers, Farmers' Market coordinator or designee, board of directors, site property owner, and the Town of Berthoud and its employees, board and agents from any responsibility, personal liability, claims, loss or damage arising out of or in conjunction with my participation in the Berthoud Farmers' Market 2006. The above noted parties shall be held harmless from and against any and all liabilities, suits, claims, damages, injuries and actions, theft, costs and expenses of any kind or nature of anyone whatsoever relating to premises due to or arising out of any act, negligence, or neglect of the seller, or any of their guests or customers. Sellers assume all liability for booth and products sold.

Sign, date & return with copies of insurance policies, health department licenses, and maps/directions.

SIGNED: _____ DATE: _____

Map/Directions (use another sheet if necessary):