

## Berthoud Main Street Program

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 2006

## Community and Non-Profit Booth Participants Agreement

The Market is 19 weeks, every Thursday, 3 to 7pm, June 15 through October 19  
3rd & Mountain, Berthoud, Colorado in Larimer County

Name \_\_\_\_\_ Day Phone \_\_\_\_\_

Evening Phone, if different \_\_\_\_\_ Cell/Other \_\_\_\_\_

How to be reached, morning of Market Day: \_\_\_\_\_

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

Mailing: \_\_\_\_\_  
(Street or PO Box ) (City) (State) (Zip)

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

Applying as (circle one): *Community Member (Berthoud gardener, grower, crafts, artisan)*  
*Non-Profit: (enter organization name):* \_\_\_\_\_

Date/s Requested: \_\_\_\_\_

The Berthoud Main Street Program (BMSP) is offering participation at the 4th Annual Berthoud Farmers' Market to those in the 80513 zip code community at no cost to those groups, for one or two 2006 season dates, under the following conditions to which I understand and agree:

Advanced reservation for the date/s you'd like to attend is required. Please call either number below to request and receive confirmation on the date or two you'd like:

- Main Street Manager Eric Boyd (970) 532-5199, or email [eboyd@berthoudmainstreet.org](mailto:eboyd@berthoudmainstreet.org)

Please list everything you are requesting to sell or promote: \_\_\_\_\_

Would you like to generate advance publicity about your participation in the local papers? Yes No

If Yes, give us 2-weeks notice & provide printed info or *date for a press interview* (enter date here) \_\_\_\_\_

We have limited electrical outlets. Any electric or other needs? \_\_\_\_\_

This signed and dated form is required, and is acknowledgement of and agreement that:

1. BMSP has the right to approve and the right to refuse the marketing of any produce or products at the Market, including the Community and Non-Profit Booth participants.
2. Additional dates may be available upon request, depending on space availability, products to be sold and services being promoted. Generally, non-paying community and non-profit participants may not attend more than twice a season if selling products that compete with paying Market vendors.
3. Products or crafts not made or produced by me, my family or my organization must be pre-approved by BMSP. Resale items are not permitted but may be considered if fund-raising for a non-profit.
4. If a participant is promoting a non-profit organization, it must be 80513 and may only promote that which is related to that non-profit, unless pre-approved by the BMSP.

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**4<sup>th</sup> Annual Berthoud Farmers' Market Community and Non-Profit Booth Participants Agreement—2006**

5. Participant is not and will not promote or include any materials for partisan or political groups.
6. Set-up (load-in) begins at 2pm and participant agrees to be completely set-up and ready before 3pm.
7. The Market closes at 7pm. Participant may not load out before 7pm unless by prior approval.
8. All participants are required to park *all of their vehicles at least two blocks away* from site to ensure ample customer parking. Participant must request advance permission to park a vehicle on-site.
9. Participants are required to secure their tents on all sides with weights or equivalent holding mechanism. BMSP will require participants to remove their tents if not secured.
10. Participants who wish to borrow a table and two chairs for the day must make this request in advance. They must a) be on-site by 1:45pm, b) carry/drive the borrowed table and chairs to the site, c) clean the table and chairs at the end of day, and, d) carry/drive the table and chairs back to storage.
11. This form is notice that regular, paying Market sellers pay BMSP seven percent of gross sales at each Market plus a five dollar space fee for each space on each Market day. Community and Non-Profit Booth Participants are not required to make these fee payments. Berthoud participants who are not regular sellers but are more commercial in nature will be required to pay a \$20 per Market fee. Regular sellers also submit gross sales amounts for all food and non-food items sold each Market day and pay the applicable sales taxes: CO State (2.9% non-food), Larimer County (0.8% non-food), Town of Berthoud (3% food and non-food). BMSP collects taxes from all sellers and pays these taxes to the Colorado Department of Revenue monthly.
12. Participants are required to be aware of the Larimer County Health Department regulations for selling food and to meet their standards. BMSP has a copy of these regulations for review.
13. Participants agree to display a sign informing customers of their participation as a Community and/or Non-Profit Booth. The sign shall be provided by BMSP.
14. BMSP carries liability insurance covering common Market areas, and specifically DOES NOT cover participants, their booth, products, customers and guests of participants' booths. Participants are required to sign a "hold harmless release", below.

**HOLD HARMLESS RELEASE:**

By signing this agreement, and provided BMSP approves your participation, participant agrees to abide by all policies and rules herein. Violations may result in immediate expulsion from the Farmers' Market.

I hereby release and forever discharge Berthoud Main Street Program, its agents, manager, contractors, sellers, participants, 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 participants, or any of their guests or customers. Participants assume all liability for their booth and the products or items they sell, give away or promote.

*Sign, date & return.*

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ ORGANIZATION NAME: \_\_\_\_\_  
IF APPLICABLE