

## Berthoud Main Street Program

Preserving Our Downtown's Past and Planning For Its Future

A Colorado Main Street Community, Member of Downtown Colorado Inc. and the Colorado Farmers' Market Association

### 9th Annual Farmers' Market 2011 Community and Non-Profit Booth Participants Agreement

The Market is 14 weeks, every Thursday, 3 to 7pm, June 30 through September 29  
Northeast Corner 3rd & Mountain, Berthoud, Colorado in Larimer County

Name \_\_\_\_\_ Day Phone \_\_\_\_\_  
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: (1) \_\_\_\_\_ (2) \_\_\_\_\_

The Berthoud Main Street Program (BMSP) is offering participation at the 9th Annual Berthoud Farmers' Market to those in the 80513 zip code community at no cost to those groups, for one or two 2011 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: \_\_\_\_\_

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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5. Participant is not and will not promote or include any materials for partisan or political groups.
6. Set-up (load-in) begins at 2:00pm 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. 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.
9. Community and Non-Profit Booth Participants are not required to pay a space fee, sales commission, tax payments.
10. Participants are required to be aware of the Larimer County Health Department regulations for selling food and to meet their standards.
11. Participants agree to display a sign informing customers of their participation as a Community and/or Non-Profit Booth.
12. 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 2011. 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