

Farmer's Market Vendor Information, Rules, & Waiver



Day and Time: 2nd Saturday each month from 10 AM to 1 PM. Setup starts no earlier than 1 hour before opening and tear down must be complete no later than 1 hour after closing.

Roll Call: We will email all vendors around the first of the month to determine who will be attending. You are obligated to respond by Monday the week of the market, so that we can promote the market on social media. Repeated failures to respond to roll call, may result in your removal as a market vendor.

Vendor Cost: All fees are currently being waived as we work to establish the market. When fees become active they will be \$15 per market, cash or credit card only (no checks accepted), due prior to market open. Prices are subject to change, if changed you will be notified in writing 1 month prior to change.

Weather: If we will be unable to open due to weather, we will attempt to notify you the night before. Refunds will not be issues for rainouts, but credits will be applied to future markets.

Amenities: We recommend bringing your own tent, table, and chairs as these are not provided. Electricity is not available at this time. Well water is available from the hose. There is a restroom available. Trash Service is not available, all trash generated by your stand needs to be picked up and taken with you. If your stand provides free samples that generate public trash, you must provide a public waste container and haul off this trash as well.

Products: Must be approved by the owners of Penny's Beer Garden. At this time, we are approving items including home grown, hand-made, or from local businesses. We are not approving direct sales of retail products. Vendors must represent their products as their own and not as products of Penny's Beer Garden.

Liability: Waiver must be signed prior to attending your first market. It is the responsibility of Vendor to know if its business and/or its products require specific permits and/or licenses to operate and are required to hold and maintain any such permits and/or licenses. Vendor must be in compliance with the regulations that pertain to the sale of its products. Vendor must comply with all applicable health department regulations for handling, selling and distributing food or samples. Children accompanying vendors must remain at your market stand and be supervised at all times. Vendors are not permitted to bring pets on the property while working.

Each Vendor shall indemnify, keep and save harmless Penny's Beer Garden LLC dba Penny's Beer Garden, its officers, employees, representatives, agents, servants, volunteers, managers, assistant managers, and affiliates (the "Indemnified Parties") for, from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees (the "Indemnified Matters") of any nature whatsoever (including, but not limited to, property damage and loss, bodily injuries, sickness, disease or death), directly or indirectly arising out of or in connection with Vendor's participation at Penny's Beer Garden. Vendor's indemnification obligations shall apply whether the Indemnified Matters are due in part to the contributory fault or negligence of the Indemnified Parties or others; provided, however, that Vendor shall not be obligated to indemnify Penny's Beer Garden LLC, dba Penny's Beer Garden, for its sole negligence

I, my company, my employees and/or agents will abide by the rules as set forth above. My signature below indicates that I fully understand ALL of the rules.

Signature of Owner/Vendor or Representative with Authority to Sign Binding Contracts on Behalf of the Owner/Vendor

Printed Name of Owner/Vendor or Representative with Authority to Sign Binding Contracts on Behalf of the Owner/Vendor

Vendor or Company Name: _____

Products: _____

Email Address: _____