

City of Avery

Market Vendor Information/Agreement

Name _____ Phone number _____

Business Name _____

Description of Items Selling _____

Mailing Address _____

Email Address _____

Website _____

It is the goal of Avery Market:

1. To promote local, small businesses, craftspeople and area farmers.
2. Create, enhance, and revitalize community with area residents through networking opportunities for both vendors and customers.

The Avery Market tentative calendar (depending on weather or other special circumstance): 1st and 3rd Saturdays starting the first weekend in March running through the 3rd weekend in December.

Fees are \$5 per vendor per event and may be subject to change at the discretion of the Avery Market Manager and/or City Council.

Booth Spaces

Selling spaces are approximately 10x10. All vendors must supply any items they require such as tent, tables, chairs etc. There are a limited number of spots under the pavilion which you may request but not necessarily receive. Designated aisles and entrances must not be obstructed. Please be ready to do business when market opens. Tear down will not begin until market ends.

Food Safety

Vendors are solely responsible for obtaining all licenses and permits. Vendors shall comply with all applicable local, state and federal ordinances and/or regulations regarding permits, sampling and safe handling of potentially hazardous foods for the entire duration of the season.

Vendor Responsibilities

Vendors shall, if applicable, have a sales tax certificate or any applicable licenses and permits available for inspection at their market booth. It is the vendor's responsibility to comply with the State Comptroller's requirement for any product sold at Avery Market.

Used items are not permitted for sale. All products must be homegrown, homemade, upcycled or repurposed. Vendors are liable for their own products. The City shall not be held liable for the products offered by vendors. Product and liability insurance are the responsibility of the producer. Please see Texas Cottage Law for more information.

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Vendors are expected to maintain a professional manner, create an enjoyable atmosphere, and treat customers and fellow vendors with common courtesy throughout the market experience. Misrepresentations, disparaging remarks or otherwise negative behavior will not be tolerated.

Vendors are responsible for their children and guests at all times. All animals must be leashed, caged or in hand. No smoking is allowed at the market or near any market booths or activities.

Vendors are responsible for their merchandise, security and liability of their selling space and persons.

All vendors must submit a completed and signed application and appropriate registration. The registration fee is \$5. Booth space rental \$5/event; electricity requires additional \$10 charge.

Avery Market manager reserves the right to waive registration fees for special circumstances and will be applied equally to all vendors. No other fees will be assessed.

The City of Avery reserves the right to refuse participation to any applicant, assumes no responsibility or liability for any loss, theft, damage or injury to property or persons, including death, whether arising in contract, negligence, equity or otherwise. You assume all risks when in attendance on property under the control of The City of Avery. You will comply with all requests made by representatives of the City of Avery and / or volunteer coordinators. You must obey all laws of the United States and Red River County.

The City of Avery reserves the right to eject any participant, whether vendor or consumer, who does not comply with the terms of this disclaimer. Ejected participants will not be entitled to any recourse, including but not limited to readmission or refund. You agree to indemnify and hold harmless The City of Avery and its organizers, directors, employees, consultants, agents, affiliated, council and/or mayor for any and all legal actions arising out of participation in any events taking place on property under the care, custody and control of the City of Avery. You agree to pay all legal fees incurred by the City of Avery that may arise in your breach of these agreements. You understand that information collected on this form is for information and promotional purposes.

You give the City of Avery authorization to use and post any photographs, video, recordings or any other record of events taking place on property under the care, custody and control of the City of Avery, including full legal or business names of any participants before, during or after the event without restriction. You understand there will be no compensation for use of photographs, video, recordings or any other record containing you name or image, of events taking place on property under the control, care or custody of the City of Avery. The City of Avery reserves the right to exclude anyone from participation in events taking place on property under the care, custody and control of the City of Avery.

Name _____

Date _____

Signature _____