



Vendor Application & Agreement

Saturdays June 1st through September 28th 2024, 8:00 a.m. until Noon

Tuesdays May 7th through August 27th 2024, 3:00 p.m. until 6:00 p.m.

Please Return Application to: Athens Farmers Market/Athens Main Street
107 North Jefferson Street Athens, AL 35611 or email to: kat@athensmainstreet.org

Applicant's Name: _____

Applicant's Email: _____

Applicant's Phone: _____

Applicant is a (check one):

- Farmer Artisan Prepared Food Vendor Other

Applicant is interested in (check all that apply):

- Full Season Tuesday (\$115) Full Season Saturday (\$225) Week to Week Tuesday (\$8/week) Week to Week Saturday (\$18/week)

Market Site Booth Preference (check one):

- U-Shaped Slanted Pair Tent No Preference

No vendors will be permitted to leave vehicles parked behind their booth on the north side of the pavilion (odd numbered booths) as tent vendors will be setting up in those spaces.

***Checking the boxes above does not guarantee we can accommodate these preferences, but we will try our best with the space/resources available.*

Please list **all** the products Applicant seeks to sell at the 2024 Athens Farmers Market:

Applicant Signature: _____ Date: _____

By submitting this Vendor Application and Agreement, Applicant agrees that if its application is accepted, that the Applicant shall agree and be bound by the Rules, Guidelines, Terms and Conditions as stated on the following pages of this Vendor Application and agreement.

RULES, GUIDELINES, TERMS, & CONDITIONS

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the meanings as set forth below: (a) "Contract" shall include these Rules, Guidelines, Terms and Conditions, and the AFM Vendor Application; (b) "Vendor" shall mean you, the Producer (Farmer, Prepared Food Vendor, or Artisan) entering this agreement; (c) "Farmer" means a Producer who grows crops in North Alabama or the Tennessee Valley; (d) "Prepared Food Vendor" means a Producer who makes a prepared food as a Market Product; (e) "Artisan" means a Producer who handcrafts the Market Products he/she/it offers for sale as a Market Product; (f) "Market Site" means the pavilion sites or the tent sites at Doug Gates Park, 409 Green Street West in Athens, Alabama where the Athens Farmers Market (the "AFM") will take place; (g) The "Market" is Spirit of Athens, Alabama, Inc., an Alabama non-profit corporation, its affiliates, directors, officers, members, managers, employees, agents, and representatives. The Market runs the AFM and sets the philosophy and purpose of the AFM; (h) The "Market Manager" is a person appointed by the Market to make the day-to-day operation decisions for the Market; (i) "Market Product" means a product grown or made in North Alabama or the Tennessee Valley by a Producer and that is for sale at the AFM and that is clearly labeled with the Producer's name; (j) "No-Show Vendor" is defined as a Vendor who does not attend the AFM when expected and without notifying the Market Manager; (k) "Producer" means a person or entity located in North Alabama or the Tennessee Valley who grows or makes a Market Product for sale at the AFM and may include the producer's family members, partners and employees. The term Producer is sometimes herein also referred to as a Vendor in this and other market documentation.

2. ACCEPTANCE. Acceptance of the Contract shall occur upon the execution and delivery of the Contract by the parties hereto. The parties hereto expressly acknowledge and agree that these Terms and Conditions shall govern the Contract unless there is a writing signed by both parties that states expressly otherwise and references this Section 2. The Market Manager will reply as soon as possible if the AFM Vendor Application cannot be approved. Reasons your application may not be approved include: (a) Applicant's product does not fall within the parameters of approved products as described in the Alabama State Certified Market guidelines; (b) Too many Vendors are already selling the same/similar products as Applicant.

3. VENDOR AND ITS EMPLOYEES. (a) Vendor shall be an independent contractor and shall not hold itself out as an agent of Market. Vendor shall be solely responsible for the compensation, hiring and firing of its employees. (b) Vendor is solely responsible for the training, supervision and safety of its employees and for providing all necessary tools and equipment, including safety equipment.

4. LOCATION OF MARKET. The AFM will be located at the farmers market pavilion at Doug Gates Park, 407 W Green St., Athens AL 35611.

5. DATES & TIMES OF THE 2024 MARKET. The AFM will be open each Saturday for retail sales beginning June 1st and going through September 28th from 8:00 am-12:00 pm. Vendors must arrive by 7:30 am or the assigned stall may be otherwise utilized. The AFM will be open each Tuesday for retail sales beginning on May 7th and going through August 27th from 3:00 pm – 6:00 pm. Vendors must arrive by 2:45 pm or the assigned stall may be otherwise utilized.

6. VENDORS MUST BE 19. Vendors who are natural persons must be at least 19 years of age. Younger vendors will be allowed to sell at the AFM only when accompanied by an adult.

7. MARKET FEES. Full Season Tuesday: \$115.00 for one Market Site Booth (as indicated above) for the entire market season, paid on May 7th. Full Season Saturday: \$225.00 for one Market Site Booth (as indicated above) for the entire market season, paid on June 1st. Week to Week Tuesday: \$8.00 per market day for one Market Site Booth (as indicated above). Week to Week Saturday: \$18.00 per market day for one Market Site Booth (as indicated above). TO RESERVE A MARKET SITE BOOTH PRIOR TO A MARKET DAY, A VENDOR must receive verbal approval from the Market Manager or Athens Main Street Director to pay the day of the market.

8. SPACE ASSIGNMENTS AND RESERVATION POLICIES. Applications for the AFM in any given year will be accepted beginning March 1st of that year, and applicants will be notified of the acceptance or denial of their applications on or before May 3rd of that year. The Market Manager will designate and assign all spaces for Vendors. Assigned spaces may change depending on the Market's weekly needs. All applicants will occupy only one space per Market Fee paid. Displays must be confined to the assigned space. Multiple spaces may be occupied with the payment of additional Market Fees as needed per space utilized. Vendors who want to share space will be charged together for one space and all products of both Vendors must be contained within that one space. The Market reserves the right, in its sole discretion, to accept or decline any application. The Market will attempt to maintain a ratio of 60% Farmers to 30% Prepared Food Vendors to 10% Artisans. The ratio will be measured based on the number of current accepted applications on file. The Market monitors the overall composition of the AFM and determines the number of Vendor openings available by type. Vendors cannot give their participation rights/booth space to any other person without the express written consent of the Market and permission may be withheld for any reason.

9. PRODUCTS NOT GROWN OR MADE BY PRODUCERS ARE PROHIBITED. Only Producers may sell at the AFM. Producers selling at AFM may offer for sale up to 20% of goods grown by another local producer. The remaining 80% must be grown or made by the Producer at the AFM. The following items are prohibited from sale at the AFM: commercially produced foodstuffs; live animals; items purchased for resale; items made from kits; commercially available plans; and items that are mechanically mass-produced.

10. MARKET PRODUCTS PERMITTED FOR SALE. Agricultural products grown within the borders of Alabama or within twenty-five (25) miles of the Alabama state border are permitted for sale. Vendors may sell only those Products approved for sale by the Market that are listed on each Vendor's application to participate in the AFM. Any Vendor wishing to bring additional product(s) not initially listed on his/her/its original application must submit an amended application for the new product(s) for approval by the Market Manager before bringing said product(s) to the AFM.

11. GROWER'S PERMIT. All Farmers selling as Producers at the AFM must hold a grower's permit. Grower's permits are available at no charge from the local county extension office, 1109 W. Market Street, Suite A, (256) 232-5510. The purpose of the grower's certificate is to ensure that the Farmer's AFM Products originate with the Farmer, his or her family, partners or employees. The grower's permit allows the Producer and customers to be exempt from state and local taxes for goods sold. A copy of each Farmer's grower's permit must be provided to the Market Manager prior to the first AFM attended by that farmer. All permits must be available at each Vendor's booth for on-site inspection.

12. ORGANIC & NATURALLY GROWN. Any Producer wishing to advertise his/her/its products at the AFM as Organic or Naturally Grown must provide documentation of certification of organic and/or naturally grown Products.

13. LICENSES AND PERMITS. Each Vendor must obtain and pay all necessary business/privilege taxes to the City of Athens and/or Limestone County. Each Producer selling value-added products is responsible for obtaining a valid business license from the Alabama Department of Revenue and a tax identification number from the Internal Revenue Service. All licenses and permits must be available at all times during the AFM in case of an on-site inspection. Many items sold at the AFM may be subject to regulations of the Alabama Department of Public Health. It is the Vendor's responsibility to abide by these regulations. For further information, please contact the Limestone County Health Department at (256) 232-3200.

14. COMPLIANCE WITH APPLICABLE LAWS. It is the responsibility of each Vendor to comply with any and all local, state and federal laws that pertain to their business and/or their Market Products. Vendor shall comply with all applicable statutes, laws, ordinances, codes, contracts, rules, regulations, proclamations and other governmental requirements, and all provisions required thereby to be included in this Contract are incorporated by reference. The sale of live animals is not allowed at the AFM. Wine is prohibited for distribution and/or retailing at the AFM. Alcohol, i.e. beer, whiskey, etc., is prohibited for sale at the AFM.

15. FOOD SAFETY AND SAMPLING. It is the responsibility of each Vendor to abide by all state and federal regulations which govern the production, harvest, preparation, preservation, labeling, or safety of products offered for sale at the AFM. All Vendors regardless of product must meet the health requirements that prevent food borne illnesses. No cooking is permitted at the AFM without prior approval from the Market Manager. Should the Market Manager decide that an applicant's proposed Market Product requires further specific regulation than those regulations promulgated by state and federal authorities, the Market Manager will specify such rules including those for handling and storing different types of foods with guidelines for sampling. In accordance with state guidelines, all prepared food vendors working from a home kitchen must have signage at their booth or on individual products stating: "This item was prepared in a kitchen not inspected by a regulatory agency."

16. TAXES. Vendors shall collect all necessary taxes at the time of sale and remit same to the appropriate government authorities.

17. MARKET NOT BAILEE. The Market will not store equipment, goods, or Market Products for Vendors and will not act as bailee for Vendor and/or for any of Vendor's property.

18. RETURNED CHECKS OR MERCHANDISE. The Market is not responsible to the Vendor for returned checks or merchandise.

19. PHOTOGRAPHS AND IMAGES. The Vendor, on behalf of its employees, agents, and assigns, agrees that the Market may publish photographs, videos, and/or audio of the AFM including images and/or sounds of the Vendor, its employees, agents, and assigns.

20. THE MARKET RESERVES THE RIGHT TO DENY SPACE AND TO CANCEL MARKET DAYS. The Market reserves the right to deny a Vendor space or participation at the AFM at any time and for any reason, and to cancel market days due to dangerous weather or other causes, all in the Market's sole and absolute discretion.

21. SET-UP AND CLEAN-UP. A member of the Market will open the market space and oversee the setup of Market Site Booths beginning at 7:00 am on each Saturday market day and 2:15 pm on each Tuesday market day. Vendors may begin setting up once they have an assigned space for the day. It is necessary for all Vendors to be set up no later than 15 minutes before the opening of the AFM and to be ready to do business when the AFM opens. Vendors with booths located on the north side of the pavilion may NOT leave their vehicles parked in the space behind the booth, as that will be utilized by a tent Market Site. Booth vendors on that side must have their vehicles moved by 7:20 am on Saturday and 2:45 pm on Tuesday. Booth vendors may park their vehicles in the News Courier parking lot. Each Vendor with a tent Market Site, as may be assigned by the Market Manager, is responsible for setting up his/her/its own tents, tables and signage in the manner specified by the Market. Proper staking or weighting of tents at all four corners is mandatory. Vendors will be solely responsible at all times for the cleanliness within their vending area, regardless of the origin of the debris. Each Vendor is required to leave the space clean. All vehicles should be loaded and cleared from the market area one (1) hour after the market closes. Nothing can be placed outside the designated space for each participant without special written permission from the Market. Additional fees may be incurred for use of more than the allotted Market Site area. The Market may demand immediate clean-up and removal of hazardous equipment and the immediate removal and discard of clearly defective produce and other products.

22. NO-SHOW VENDORS. It is each Vendor's responsibility to inform the Market Manager of attendance at and/or absence from the AFM. Any Market Fee paid in advance will not be refunded to a No-Show Vendor. Vendors who have unexpected circumstances that will cause them to arrive late should notify the Market Manager as soon as possible. This is a courtesy that will allow for smooth set-up of the AFM and avoiding AFM delays.

23. NO SMOKING. Due to customer concerns, the AFM is a smoke-free zone. There will be no smoking allowed at the AFM or within 20 feet of the Market Site. Vendors who smoke are asked to step behind their booths to smoke more than 20 feet away from the Market Site. Smoking debris should be correctly disposed of and should not be dropped in or near the Market Site.

24. GENERAL VIOLATIONS. No firearms or drugs will be allowed at the Market Site. All profane, abusive, discourteous, and boisterous language and/or conduct at or in the AFM are strictly prohibited. There is to be no "dumping" of produce at the end of the AFM Day. Fraudulent, dishonest, or deceptive merchandising or collusion to set prices among Vendors may be grounds for forfeiture of the right to do business of any kind in the AFM for a length of time to be determined by the Market. No Market Fees will be refunded to any Vendor found to be participating in these activities. If the Market determines that a Vendor has violated any provision of the Market policies, that Vendor may be penalized.

25. FARM, KITCHEN, ON-SITE VISITS. The Vendor (including Farmers, Prepared-Food Vendors, and Artisans) hereby agrees that the Market, including, but not limited to the Market Manager, may make an on-site visit to the Vendor's farm, kitchen, or other location where the Vendor grows, prepares, cooks, or makes Market Products.

26. CUSTOMER COMPLAINTS. Any complaint made against a Vendor must be in writing and given to the Market. The Market is responsible for reviewing and resolving complaints. The Market shall determine what type of investigation, if any, shall be conducted in response. The Market also has the sole discretion to determine whether that complaint will be disclosed to the Vendor under complaint. Also, the Vendor under complaint may or may not be given the opportunity to respond; this will depend on the nature of the complaint.

27. INDEMNIFICATION AND RELEASE. The Vendor acknowledges its full responsibility for all of its products and/or activities with respect to the Market, and assumes all risks related to its participation in the AFM. Vendor agrees to indemnify, defend and hold harmless the Market, and each of its respective employees, agents, officers, directors, volunteers, and representatives, including but not limited to the Market Manager (collectively, "Representatives") from and against any and all liability, loss, damage, expense, suits, claims, penalties or judgments arising from or relating to the Vendor's participation in the AFM. Vendor acknowledges and agrees that his/her/its responsibilities include any and all costs and expenses incurred by the Market or its Representatives in defending claims which may be brought against any of them. Vendor releases the Market and its Representatives from any and all claims or liability, including but not limited to claims for damages and personal injury, arising from or relating to Vendor's participation in the AFM, including but not limited to claims relating to allegations of the Market and/or its Representative's negligence. Vendors are liable for their own products and agree that the Market is not to be held accountable for the products offered by Vendors. The Vendor assumes all risk of loss due to fire, theft, weather or other causes of damages or loss arising from or in connection with its participation in the AFM. Vendor agrees to fully indemnify and hold the Market harmless from any claims of property damage or bodily injury caused by any member of the public due to the acts or omissions of the Vendor. There are no other agreements between the Market and the Vendor, whether written or oral, other than the Rules, Guidelines, Terms and Conditions, and the Vendor Application.

28. INSURANCE. Product and liability insurance are the responsibility of the Producer and/or Vendor.

29. DEFAULT. If Vendor breaches any of its obligations under this Contract, the Market may terminate this Contract, without incurring any liability whatsoever to Vendor.

30. DISPUTES. Should a dispute arise relating to the terms, interpretation, performance or enforcement of the terms of this Contract, the parties agree first to attempt to work out any differences in an amicable fashion. Should a dispute arise between a Vendor and the Market Manager that cannot be resolved amicably, then the Vendor may appeal to the Market, (the Spirit of Athens, Alabama, Inc., an Alabama non-profit corporation). In certain cases, the Vendor and/or the Market and/or the Market Manager may appeal to the Alabama Farmers Market Authority in accordance with §350-x-1-11 of the Alabama Code of Regulations. Should such efforts to resolve the dispute fail, and litigation arise from such dispute, the Market, the Vendors, and the Market Manager hereby agree that the sole jurisdiction and venue of such litigation shall be in courts located in Limestone County, Alabama (or to the extent that the jurisdiction of a federal court is implicated, in the United States District Court for the Northern District of Alabama).

31. GOVERNING LAW. The law of the State of Alabama shall govern the validity, interpretation, construction and effect of this Contract.

32. FORCE MAJEURE. Neither party shall be liable for failure or delay in performance under this Contract due in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, terrorism, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not of the kind specifically enumerated above.

33. RIGHTS, REMEDIES AND WARRANTIES. Each party's rights and remedies under this Contract and each warranty made one party to another shall be cumulative and in addition to any other or further rights, remedies or warranties under this Contract or provided by law or in equity.

34. WAIVER. Neither party shall be deemed to have waived any right, power, privilege or remedy unless such waiver is in writing and duly executed by it. No failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver thereof by either party of any other right, power, privilege or remedy. No exercise or partial exercise of any right, power, privilege or remedy shall preclude any other or further exercise thereof by either party or the exercise of any other right, power, privilege or remedy by such party.

35. GENERAL. This Contract and the Vendor Application contain the entire agreement of the parties with respect to the real estate and/or goods and/ or services covered by this Contract.

36. SEVERABILITY CLAUSE. If any provision of this Contract, whether a paragraph, sentence or a portion thereof, is determined by a court of competent jurisdiction to be null and void or unenforceable, such provision shall be deemed to be severed, and the remaining provisions of this Contract shall remain in full force and effect.

37. CONSTRUCTION. The headings in this Contract are for convenience of reference only and shall not affect its interpretation or construction.

38. COUNTERPARTS. This Contract may be executed in one or more counterparts by original, facsimile, or electronic signature, each of which shall be deemed to be an original copy of this Contract and all of which, when taken together, shall be deemed to constitute one and the same Contract.

SPIRIT OF ATHENS, INC.
d/b/a ATHENS FARMERS MARKET

By: _____
Date: _____
Name: _____
Title: _____

For Vendor’s signature, please see page one of this Application and Agreement.