

**Vancouver Farmers Market
Vendor Application Form**

PO Box 61638, Vancouver, WA, 98666
Message line 360.737.8298

www.vancouverfarmersmarket.com

_____ Check here if you are a NEW Vendor _____ Chairperson Signature of Approval
for New Vendor (must have)

Staff Use: Ag-Produce, Ag Nursery, Ag Food, Hot food, Food prepared, Artisan (circle all that apply)

Dues paid: \$35.00 _____ cash/check # _____ Second Farm Registrations _____

Please fill in this form properly and completely (if question does not apply put N/A). Your Membership will not be valid until all appropriate areas have been completed in full. Copies of all required licenses shall be attached. Print all information except signature(s) (on back). All information for VFM Market use only.

Business Name _____ **Contact Person(s)** _____

Mailing Address _____ **City** _____ **ST** _____ **ZIP** _____

Street Address _____ **City** _____ **ST** _____ **ZIP** _____

Phone: Home (____) _____ **Cell** (____) _____

Emergency Contact (____) _____ **Name:** _____

E-mail address _____

Please sign if you prefer official notices by email rather than post office: _____

Please check if we may give out your name, phone number, and or e-mail to customers or vendors if they want to contact you. Checking this box also authorizes us to post your contact information on our website.

Please complete the back for how you would like information posted on our website.

Vehicle:

Make _____ **Model** _____ **Color** _____ **License#** _____

Make _____ **Model** _____ **Color** _____ **License#** _____

WA State (only) UBI Tax # _____ **Attach Copy of License**

Production Facility Address (if greenhouse, fields, workshop, or certified kitchen is other than mailing address)

Describe what you plan to sell at the Market (*Be specific*) _____

If an Agriculture vendor, do you plan to bring product from one or more second farms? ___ YES ___ NO

FOOD VENDORS fill out below and have copies attached. All forms must be current.

Valid Food Workers Card (**Name**) _____ **Exp. Date:** _____

Health Dept. Permit # _____ **Exp. Date** _____

OR

Dept. of Ag License # _____ **Exp. Date** _____

Insurance Company Policy Co. & # _____ **Exp. Date** _____

Policy must have City of Vancouver and Vancouver Farmers Market as Additional Insured.

Fire Department Permit, copy of application attached

Please complete the back

How would like your information listed on the VFM Website. This is how it will remain for the entire season.

Your Name or Business Name: _____

Your area code and phone number to be listed? (_____) _____ - _____ OR you may chose to leave it blank.

Do you want your **email** to be listed or your **website address**? Please print clearly your choice on the line below. Thank you.

To help us plan, please indicate your space requirements

When do you plan to come to the Market for the first time? ____/____/____. **If this is not the first day the market opens, you will need to book-in as outlined in your handbook. If this is the first day, your answer will be treated as a book-in.**

Do you normally plan to attend: ____ Saturdays only ____ Sundays only ____ Both Saturday and Sunday?

How many spaces will you require on the first day? _____

What is the maximum number of spaces you will require during the season? _____

Do you want electricity? ____ YES ____ NO If yes how many cords will you need? _____

For each cord, please list the devices that will be powered by that cord and their maximum power requirement. The maximum power requirement can be found on the back, side or bottom of all UL certified appliances.

Cord #	Appliance	Max Power in Watts	110 Volts	220 volts
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Please circle the dates you think you will be attending the market. Your answers will not be considered firm book-ins.

Mar 20	Mar 21	Mar 27	Mar 28			
Apr 3	Apr 4	Apr 10	Apr 11	Apr 17	Apr 18	
				Apr 24	Apr 25	
May 1	May 2	May 8	May 9	May 15	May 16	
				May 22	May 23	
					May 29	May 30
Jun 5	Jun 6	Jun 12	Jun 13	Jun 19	Jun 20	
				Jun 26	Jun 27	
Jul 3	Jul 4	Jul 10	Jul 11	Jul 17	Jul 18	
				Jul 24	Jul 25	
Jul 31	Aug 2	Aug 7	Aug 8	Aug 14	Aug 15	
				Aug 21	Aug 22	
					Aug 28	Aug 29
Sep 4	Sep 5	Sep 11	Sep 12	Sep 19	Sep 19	
				Sep 25	Sep 26	
Oct 2	Oct 3	Oct 9	Oct 10	Oct 16	Oct 17	
				Oct 23	Oct 24	
					Oct 30	Oct 31

Vendor Agreement

The undersigned vendor (Vendor) fully and completely agrees to the following terms and provisions.

Vendor agrees to exercise the utmost care in the use of facilities and properties of the Vancouver Farmers Market and the City of Vancouver.

State labor laws will apply to all Market participants.

Vendor agrees to indemnify and hold harmless the City of Vancouver and the Vancouver Farmers Market Association, its officers, directors, employees, and agents for all claims, actions, judgments, losses, costs, attorney fees, and damages whatsoever ("Claims"), including Claims arising by reason of accident, injury, or death caused to persons or property of any kind, arising out of, in connection with, or incident to the Vancouver Farmers Market, except those caused by the sole negligence of the Vancouver Farmers Market or The City of Vancouver.

Should Vendor at any time occupy the premises in a manner contrary to the rules of the market, or in any manner which is hazardous, disruptive, or offensive to the public or other vendors, upon request of the Market Master, Vendor shall immediately cease such offending conduct. Failure to immediately conform its conduct as requested shall be cause to revoke this agreement and the Vendor's membership.

Upon revocation, Vendor shall promptly vacate the premises. Upon failure to so vacate, the market is authorized to remove all property of Vendor from the premises at Vendor's expense. Vancouver Farmers Market is relieved and discharged from any and all losses or damage occasioned from such removal. The market shall not be responsible for storage or safekeeping of property so removed.

Any member who initiates a legal action against the Market will have all privileges of membership revoked until a resolution is concluded. The member may then apply in writing to the Board of Directors for reinstatement of Association Membership eligibility.

Any vendor who wishes to erect canopies/umbrellas on the Farmers Market site during a normal period of market operations, including the set up and break down period, is required to have their canopies sufficiently and safely weighted and or anchored to the ground from the time their canopy is put up to the time it is taken down. Any vendor who fails to properly anchor his or her canopy will not be allowed to sell at the farmers market on that market day, unless that vendor chooses to take and stow their canopy and sell without it.

Any dispute arising out of or relating to this agreement shall be submitted to binding arbitration. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. If either party to this agreement files a judicial action asserting claims subject to this arbitration provision, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the judicial action shall pay the other party's costs, expenses, and all attorney fees incurred in seeking such stay and/or compelling arbitration.

Venue for any arbitration or judicial action shall be in Clark County, Washington.

The laws of the state of Washington shall be applied in any judicial proceeding or arbitration arising out of or relating to this agreement. In the event of any suit, action, or arbitration to enforce or interpret any of the provisions of this agreement, or to resolve any dispute that arises out of or relates to this agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees and costs incurred in such suit, action, or arbitration. The following provisions govern the parties' entitlement to attorney fees and the amount of any attorney fee award:

- If a party bringing a claim, including a plaintiff or a defendant asserting a counter-claim, is the prevailing party, that party's maximum recoverable attorney fees shall be determined by multiplying the amount of reasonable attorney fees incurred by a percentage equal to the amount of damages actually recovered divided by the amount of damages claimed. For example, if a party brings a claim for \$10,000, but recovers \$1,000, that party is entitled to an attorney fee award no greater than 10% of the attorney fees reasonably incurred in the litigation.
- If a defendant successfully defends all claims asserted by the plaintiff, the defendant shall be entitled to an award of all attorney fees incurred in the litigation.
- The amount of attorney fees actually paid by the party seeking an award of attorney fees shall be conclusively presumed to be reasonable for purposes of calculating an attorney fee award pursuant to this contract.

