

## 2018 Deary Market Rules

### **Vision:**

The goal of the Deary Market is to bring revenue and economic opportunity to the Deary community and its residents, while offering a weekly, fun, family-friendly event for all.

### **Time:**

The Deary Market begins on June 22, 2018 and will continue every Friday until August 17, 2018. The Market will be closed on Friday, August 3, 2018.

The Market will open at 4:30 pm and close at 7:30 pm. Vendors may start setting up at 3:00 pm, and must be set up, ready to receive customers by 4:30 pm. Vendors must stay for the entire market.

### **Location:**

The Deary Market is held at the Deary Park. There are restrooms, electricity, and hand washing facilities at the Park. The Park is a public venue and the Market's use of the Park is not exclusive. Please respect the facilities and leave the Park in a clean, usable condition to ensure we can all continue to benefit from this public resource.

### **Parking:**

Vendors must park behind the Community Center on Line St. and 3<sup>rd</sup> Ave, on the upper section of the parking lot. There is absolutely NO vendor parking allowed on Main St. in front of the Park, or along Second Ave. during Market hours. Vendors may stop on Main St. to load or unload booths and merchandise between the hours of 3:00-4:15, and 7:30-8:30 PM.

### **Equipment:**

Vendors are responsible for providing their own canopy, tables, chairs and displays. The canopies must be properly weighted down with a minimum of 15 pounds per leg. The City of Deary, the Deary Market, its sponsors and/or managers will not be held responsible for damages or injuries caused by unsecured or incorrectly secured canopies. The Vendor may be expected to replace property belonging to another Vendor if your negligence causes them to have to replace property. Stakes may not be used.

### **Cost:**

Seasonal: The cost of each 10x10 booth space for the entire 2018 Market Season is \$25.00, payable prior to arriving at your first market. By signing up for the season, you are making a commitment to attend each week. There are no refunds for missed markets.

Walk On: The cost of each 10x10 booth space for one-time "walk-on" use is \$5.00 per market, payable at the end of the market. If total sales at the market are less than \$20.00, your booth fee will be \$1.00, payable at the end of the market. Walk-on vendor spaces are limited by available space and are offered on a first come, first served basis. Walk-on space can be reserved at any time up to 3:30 pm on Friday Market day, but Management requests a minimum of 48 hours advance notice.

Non-Profit: There is no charge for booths to qualifying non-profits. To ensure space availability, advance reservations are required. Non-profits that sell merchandise at the Market are still responsible for obtaining a ST-124 Seller's Permit.

### **Booth spaces and Forfeiture:**

Multiple booth spaces may be purchased by a single vendor. Seasonal Vendors will receive the premium booth locations in the park in order of reservation. Walk On vendors will fill remaining booths with preference given to the earliest reservation. Any Seasonal vendor who fails to arrive by 4:00 pm on Market day to fill their booth space, forfeits their premium location. Any forfeited Seasonal booths will be given to Walk On vendors with preference given to the earliest reservation. Any Seasonal vendor who arrives late will have access to an alternate

booth if any are available.

**Additional services:**

Electrical outlets are available for a limited number of booths. Electrical outlets must be reserved in advance. An additional fee of \$3.00/market will be charged for Walk On vendors, or \$10.00/season for Seasonal vendors. Only U/L approved extension cords with GFCI power strip may be used. Cords must be covered to prevent hazard to the public. Preference for electrical outlet use will be given to hot food vendors.

**Securing a booth:**

- Fill out the online Vendor Application on the website at [www.dearymarket.org](http://www.dearymarket.org). Or email [manager@dearymarket.org](mailto:manager@dearymarket.org) to request a copy of the Vendor Application.
- Submit the completed Vendor Application, a copy of your completed Idaho ST-124, Temporary Seller's Permit or Regular Seller's Permit number, along with your signed Hold Harmless agreement, and any additional compliance documentation to [manager@dearymarket.org](mailto:manager@dearymarket.org).
- You will receive confirmation from the Market Management that your application has been received, and that your booth is reserved.
- Pay for your booth online or make arrangements to pay in person at the Market.

**Idaho Sales Tax Reporting:**

Market Vendors must provide a valid ST-124, Temporary Seller's Permit, or Idaho Sellers Permit Number with their Market Vendor application as required by the Idaho State Tax Commission. A Market space will not be assigned to a vendor without a Valid Sellers Permit. Vendors can complete a Form ST-124 Online by visiting the website at [www.dearymarket.org](http://www.dearymarket.org). Management will also have copies of the ST-124 at the Market. If you have questions, contact the Department of Revenue and Taxation, Idaho State Tax Commission **(208) 799-3491**. The State Tax Commission will be checking for tax compliance throughout the Market Season. All Market Vendors (whether Walk-on or Seasonal Vendors) are required by law to have a copy of their sales tax form in their Vendor space at all times.

**Compliance:**

**KNOW THE LAW! COMPLIANCE IS YOUR RESPONSIBILITY!**

Each vendor is required to know and adhere to all State, Local, and Federal laws concerning sales tax, licensing, health, safety, food sales, and product handling. Each vendor is required to keep at their booth copies of any applicable licensing or certification necessary by law to offer their specific goods or services for sale as proof of their compliance. Any authorized governing body or regulatory agency has the right to inspect any vendor for compliance.

Vendors should have their own liability and/or product insurance. The City of Deary, the Deary Market, its sponsors, organizers, or managers assume NO responsibility or liability for the goods and services offered for sale by independent vendors at the Deary Market. The Deary Market offers a list of resources for information on its website as a courtesy to Vendors. Please take responsibility for ensuring your products are compliant and that all certifications have been obtained prior to signing up for the Market. If the Market management is notified that a vendor is non-compliant, the vendor may be required to forfeit his/her booth fees and lose his/her ability to sell goods at the Deary Market.

**Damages:**

Vendors assume responsibility for any damages directly resulting from their use of the Park.

**Additional Market Guidelines:**

**Food:** Vendors selling food **MUST** follow the published Health Food Safety Regulations.

**Organic or special labels:** Food or products may not be labeled "ORGANIC" unless Vendor has an Idaho Health Department Organic Certificate.

**Samples:** Produce samples must be cut at Market and distributed with toothpicks or individually wrapped. Please provide a trash receptacle for sample rubbish. Absolutely no samples may be offered of high-risk foods. See Department of Health and Welfare for a list of high-risk food.

**Low-Risk Cottage Foods:** The Idaho Department of Health keeps a list of low-risk “Cottage Foods” which can be viewed at [www.foodsafety.idaho.gov](http://www.foodsafety.idaho.gov). These foods may be produced in a home kitchen and sold at the Market. To determine if your product qualifies, contact the local Health and Welfare office or complete the Cottage Food Risk Assessment Form on the Idaho Health and Welfare website. Foods that do not qualify as Cottage Foods may only be sold when they have been produced in an approved commercial kitchen.

**Eggs** must be cleaned and kept in a cooler with a temperature no higher than 45°, and cartons should be dated and labeled with producer's name, phone number and address, and the words “UNGRADED EGGS”.

**Nursery Plants** may be sold without a license as long as the annual sales are under \$500.00.

**Selling by weight:** Products sold by weight must be weighed on a scale certified by the Idaho Department of Weights and Measures **(208) 332-8690**. Vendors must display the Certification from the Idaho Department of Weights and Measures in a clearly visible space within the booth. Alternatively, items may be sold individually, by the bunch, or by the bag if a scale is not available.

**Respect and Language:** Be courteous and respectful to customers and other Vendors. Being disrespectful to customers or other Vendors will not be tolerated. Foul and inappropriate language at the Market will not be tolerated. The Market is a community centered, family-friendly event and everyone is responsible for their behavior.

**Smoking:** Smoking is not permitted in the Vendor or food areas. Please be respectful to the non-smokers around you and use another area of the park or sidewalk for smoking.

**Animals:** All animals must be under direct control of their owner/handler at all times. Any loose, uncontrolled, or unruly animals will be required to leave.

**Consequences:** Vendors failing to follow the Market Regulations will be given a warning on their first offense. A second offense could result in expulsion from the Market at the discretion of the Market management. **The Market Manager is the final authority at the Market.**

**Organization and Promotion:**

The Deary Market is hosted by the City of Deary, promoted by Texas Ridge LLC, and managed by local volunteers. The Management reserves the right to revise the Deary Market rules at any time throughout the Market Season. Questions may be addressed to Market Manager, Aubrey Renteria by emailing [manager@dearymarket.org](mailto:manager@dearymarket.org).

**Agreement to Hold Harmless, Defend, and Indemnify:**

In order to participate in the Market, every Market Vendor (Seasonal and Walk-on) shall sign an agreement that holds Texas Ridge LLC and the City of Deary harmless for any and all actions or inactions of every Market Vendor or person associated with such Market Vendor and that agrees to defend and indemnify Texas Ridge LLC, Market Management, and the City of Deary for any claim filed against the City of Deary related to any and all activities which are associated with the Market Vendor, the Market, or the Market Vendor’s business.

2018 Deary Market  
Vendor Hold Harmless Agreement

The City of Deary, Texas Ridge LLC, and/or the Deary Market, and its Organizers, Sponsors, Promoters, Managers, Agents, Successors and/or Assigns, shall not be liable for any damages whatsoever, including property damage and/or personal injury to any Vendor, its agents, employees, guests, successors and/or assigns, which may occur on or about any part of the City of Deary property or private property being used for the Deary Market regardless of how such injury or damage may have occurred. Vendor waives any claim against the City of Deary, Texas Ridge LLC, and/or the Deary Market, and its Organizers, Sponsors, Promoters, Managers, Agents, Successors and/or Assigns for any liability, damages, or expenses arising out of any claim for injury or damage to any person(s) or property or of any kind whatsoever, together with all costs in connection with the defense, including attorney's fees. Vendor agrees to indemnify and hold the City of Deary, Texas Ridge LLC, and the Deary Market, and its Organizers, Sponsors, Promoters, Managers, Agents, Successors and/or Assigns harmless in regards to any injury or damage to any third party or property resulting in whole or on part from Vendors use of or presence at the subject premises.

I have received a copy of the rules for the Deary Market and agree to the terms contained therein, including the above hold harmless provision.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_