

Tomball Farmers Market Non-Profit Vendor Application

The Tomball Farmer’s Market is the largest year round farmer’s market in Harris County. Vendors MUST sell products made, grown, or produced by the vendor within surrounding counties of Tomball or no further than 150 miles from Tomball. **NO WHOLESALE VENDORS ARE PERMITTED.** Vendors must also hold ALL required permits, licenses, and insurance policies necessary for their business operation.

Our market spaces are in high demand and there is a waiting list. Priority will be given first to farmers, then to food vendors, and lastly crafters. **Please fill out all required (*) fields. Applications that are missing required information will not be processed.**

BASIC VENDOR INFORMATION: (check all that apply)*

Date of Application*:	
Organization/Business Name*:	
Name of Contact Person*:	
Address*:	
City, State, Zip*	
E-mail*	
Website address:	
Telephone number(s)*:	

VENDOR DETAILS: (check all that apply)*

Only 1 non-profit group per day will be granted space on a first-come, first-assigned basis. After your application is processed, you will be contacted by email to schedule a date for attending.

1. Will you be selling any items at your booth today? If yes, the fee is \$25 and will be invoiced electronically. If no, the space is free.	Yes	No	N/A
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We allow donations, fundraising sales of tickets, merchandise, and memberships from the booths. Items that compete with market vendors are NOT permitted (food, produce, jewelry, crafts).

If you answered yes, please describe. * (This can be done on another page and attached to your application)

Tell us about your organization:* (This can be done on another page and attached to your application)

***PLEASE PROVIDE COPIES OF ALL LICENSES AND PERMITS**
Please submit your non-profit paperwork with your application

Signature: _____

Print Name: _____

Date: _____

You may email or mail in your application paperwork. Email is the preferred way to submit your application and gets you a faster reply.

Mailing Address for Application paperwork	Email Address for application paperwork and/or questions
Tomball Farmers Market Attn: Tomball Farmer's Market Vendor Committee 14090 FM 2920 Suite G163 Tomball, Texas 77377	tfmvendorapps@gmail.com

TOMBALL FARMERS MARKET

Initial Each Box	Vendor Rules
	<p>1. Booth space (10' X 10') assigned weekly. Vendors must supply and remove signs, equipment, and items needed for sales (such as: tables, chairs, tents, marketing material.) Motorized vehicles are allowed behind booth (where permitted). Vehicles or trailers shall not be utilized as a display or dispensing area. Power is provided in limited areas with approval from the committee and an additional fee.</p>
	<p>2. Due to insurance liability, all Vendors must have 25 lbs. or more weight per each leg of the tent. All tents must be in working order. If the vendor does not have enough weight or if the tent is broken, the Market Coordinator or his/her designee will ask the tent to be taken down or a vendor can rent weights (if available) for \$5 from the market.</p>
	<p>3. All signs may not protrude further than 3' from in front of vendor's allotted exhibit space and must not block traffic or pedestrian ingress or egress, or interfere with other vendors' display or views. Market Coordinator or his/her designee will have full authority on sign placement.</p>
	<p>4. Market Coordinator or his/her designee has full authority to re-assign exhibit space if it is necessary.</p>
	<p>5. Set-up starts at 7:15 am and must be completed by 9:00 am. Arrivals after 9:00am must check in with Market Coordinator before set up. Vendors are responsible for removing all garbage from their stall space area. Each 10' x 10' stall space will be left cleaned. Breakdown starts at 1:00 pm and must be completed, and stalls vacated, by 2:30 pm. If a vendor with a reserved space does not plan to attend, they are required to notify the Market. Any notices received after 4pm Thursday will be counted as a "no show" unless the Vendor pays for the spot.</p>
	<p>6. All food products must be sold, displayed, and stored from a surface above the ground. Vendors must utilize tables, shelves, cases or other structures for these purposes.</p>
	<p>7. No soliciting shall be permitted within the Market area. Displays of public interest, such as nutritional, health or consumer information, may be displayed with the permission of the market Coordinator or his/her designee.</p>
	<p>8. Vendors are responsible for collecting and remitting their own sales tax.</p>
	<p>9. The Market Coordinator, Executive Director, or his/her designee is responsible for enforcing the Vendor Rules. Vendors selling prohibited items will be asked to remove those items from sale or leave the Market. After 3 violations of vendor rules, this will result in being banned from the Market with no reimbursement of fees paid.</p>

10. It is the vendor's responsibility to have liability insurance for their business.

11. Any vendor challenging another vendor's conduct or a product's legitimacy must file a written complaint with the Market Coordinator or his/her designee, giving the name of the vendor and the product or situation they feel may not be in compliance with Market policies. The complainant must date and sign their name and the Market Coordinator or his/her designee will turn over all complaints to the Executive Director for a follow-up.

12. Noise ordinance: Vendor music must not travel outside of vendor booth space. Quiet generators or invertors will be allowed for use during market hours.

13. All vendors are expected to maintain a professional demeanor towards patrons, other vendors, and market personnel. Drug use, alcohol use, smoking, and vaping are not permitted.

14. Invoices **MUST** be paid electronically before Thursday at 4pm. If not paid on time, and vendors still wishes to vend, there will be a \$10 late fee and they will setup wherever TFM assigns. If a vendor wishes to use a free absence, they must notify before Thursday at 4pm.

TFM Non Profit Application Checklist
INITIAL EACH BOX AFTER COMPLETION

- Filled out basic vendor information
- Initialed all of the rules
- Filled out the waiver
- Provided a copy of your Non-Profit Certificate

I have initialed and provided all items in the checklist

Vendor signature: _____

VENDOR RELEASE AND WAIVER OF LIABILITY

The undersigned, _____ (the "Vendor"), desires to sell its products and/or services at Tomball Farmers Market at 205 W. Main Street, Tomball, TX 77377, operated by Tomball Farmers Market, Inc. ("TFM"). As lawful consideration for being permitted by TFM to participate in the Market, Vendor agrees to all the terms and conditions set forth in this Release and Waiver of Liability.

1. ASSUMPTION OF RISK. VENDOR IS AWARE AND UNDERSTANDS THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. VENDOR ACKNOWLEDGES THAT ANY INJURIES THAT HE/SHE SUSTAINS MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF TFM OR ANY RELEASEES (DEFINED BELOW). NEVERTHELESS, VENDOR ACKNOWLEDGES THAT HE/SHE IS VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF TFM, ANY RELEASEES, OR OTHERWISE.

2. Release; Covenant Not To Sue. Vendor hereby expressly waives and releases, on behalf of himself/herself, his/her heirs, executors, and administrators, any and all claims, now known or hereafter known in any jurisdiction throughout the world, against TFM and the employees, agents, affiliates, successors, and assigns of TFM, on account of injury, death, or property damage arising out of or attributable to the Activities, whether arising out of the negligence of TFM, any Releasees, or otherwise. Vendor covenants not to make or bring any such claim against TFM or any other Releasees, and forever releases and discharges TFM and all other Releasees from liability under such claims.

3. Indemnification. Vendor shall defend, indemnify, and hold harmless TFM and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the negligence, recklessness or willful misconduct by Vendor as part of the Activities.

4. Integration. This Agreement constitutes the sole and entire agreement of TFM and Vendor with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

5. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. Assignment. Vendor shall not assign any of his/her rights or delegate any of his/her obligations hereunder without the prior written consent of TFM. Any purported assignment by Vendor in violation of this Section 6 shall be null and void. Notwithstanding the foregoing, Vendor understands and agrees that TFM shall at all times have the right, in its sole discretion, at any time, to sell, assign, or transfer all or a portion of its rights and obligations under this Agreement without the prior written consent of the Vendor. This Agreement is binding on and shall inure to the benefit of TFM and Vendor and their respective successors and assigns.

7. Choice of Law; Choice of Forum. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in **Harris County, Texas** and Vendor hereby consents to the exclusive jurisdiction of such courts.

8. Headings. The headings used in this Agreement are for the convenience of reference only, and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

BY SIGNING, VENDOR ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, AND THAT VENDOR IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE TFM.

Vendor Business Name: _____

Signed Name : _____

Must be signed by the business owner not an employee or/representative

Printed Name: _____

Date: _____

Address: _____

Frequently Asked Questions

What are the market hours and what time do I setup and take down?

Market hours are from 9am-1pm. We do expect all vendors to be present during those times. You may arrive as early as 7am to setup (Most vendors arrive around 7:50am) and you may take down at 1pm.

What do we need to bring?

All vendors are expected to have a 10x10 tent of any color. They must have 25lbs of weights ATTACHED to each leg of the tent at a minimum. The market does rent out the following items for \$5 each: tent, weights, and a table. The rented items must be scheduled in advance to make sure we have them the day you come. You will be invoiced for the items before the market and will need to be paid for before Thursday at 4pm.

What if I am unable to attend?

If you are unable to attend for any reason, please let us know by Thursday at 4pm before the market. If an emergency arises after 4pm on Thursday, you must email tfmvendorcommittee@gmail.com and let us know. Notification after Thursday at 4pm will be counted as a no show. After 2 no shows, you will not be able to get a spot for that year.

How much do spaces cost?

Spaces are free of charge if you are just sharing information about your non-profit or giving away free items. If items are being sold, the cost is \$25 and will be invoiced electronically. The invoice must be paid by Thursday at 4pm.

How do I know my location the day of the market?

When you arrive to the market, please find our market coordinator Victoria Tufo. She will help you find your space.

Are there bathrooms on site?

Any vendor or patron is welcome to use the city restrooms at the depot.

Is water provided?

No, but please bring lots of water to stay hydrated.

What happens if it rains?

We are a rain or shine market. If the weather is severe the day of the market, we will send out a cancelation email or will cancel on site. If the market is canceled, you will be refunded for any items paid for.

Is there electricity?

You will not have access to electricity but you are welcome to bring a QUIET generator.

What is the average traffic on any given Saturday?

We typically have 2,000 patrons on a slow day and 4,000 on a busy day.

****Vendors must remain in their 10x10 space and may not yell out to patrons****