

White Mountains Market

Vendor Application

Contact Name _____ Date: _____

Business Name (if applicable) _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

VENDOR PRODUCTS - You may be contacted by the Market Manager for further details or to submit pictures.

_____ **Grower/Agricultural Products: Mark all that apply**

How Grown: Conventional ___ Organic ___ Certified Organic ___ Other _____

Eggs ___ Dairy ___ Fruits ___ Herbs ___ Honey ___ Meat ___ Plants ___ Vegetables ___

Other _____

_____ **Food Products:** Please list below: what you will be selling and where it is made.

Contact **the Navajo County Health Department at (928) 532-6050 x5550 to make sure you comply.**

Mark all that apply: Baked Goods ___ Canned ___ Concessions ___ Pre-Packaged ___ Fudge/Toffee ___ Jam/Jelly ___

_____ **Arts and Crafts:** Please list below: what you will be selling and where it is made.

Mark all that apply: Art ___ Candles ___ CBD ___ Crafts ___ Jewelry ___ Signs ___ Soaps ___ Lotions ___

_____ **Other** _____

Description of items you will be selling at our market (Required) - - If needed... continue description on back

By signing this agreement, vendors acknowledge that they have read this application and The Market Rules and Regulations and agree to abide by the guidelines and decisions of the Market Manger.

In consideration of being permitted to participate in the Market, vendors hereby release and forever discharge on behalf of itself, successors or assigns, WME Theaters and North Star Business Center, its contractors, volunteers and support organizations of any claim of any nature, either in law or equity, arising from or by reason of any bodily injury or personal injuries, known or unknown, death or property damage, resulting from any accident which may occur as a result of participation in the Market or any other activities in connection herewith, whether by negligence or not.

The Market shall be entitled to terminate approval of this application at any time, whereupon the vendor agrees to immediately vacate the premises. This termination may take place in the event of the following: failure to pay the booth space fee; failure to abide by the obligations in this application; failure to abide by the Market Rules and Regulations, failure to be open for business as a seasonal vendor, or **two or more absences without prior notification to the Market Manager.** The vendor acknowledges and agrees that the Market shall have no liability for any incidental or consequential damages, loss of business, or otherwise for terminating this application in accordance with the terms set forth above.

The Market reserves the right at any time during the term of this agreement to relocate the vendor within the market to another space at the Market Manager's discretion.

Vendor will be required to sign and submit a Release and Indemnity Agreement prior to set-up at the Market as well as submit and pay the Town of Pinetop-Lakeside Annual Vendor Permit fees at <https://www.pinetoplakesideaz.gov/FormCenter/Events-and-Vendors-14/Annual-Vendor-Permit-73>

PLEASE NOTE that vendors are responsible for reading and understanding the **"Rules & Regulations"** as well as obtaining all licenses, permits, and insurance that may be required by local, county, state, and/or federal governments for the sale of your product(s).

Send the completed application and payment to North Star Business Center. Please make checks payable to Diana North. Credit cards are accepted for an additional 3%, two dollars minimum, processing fee.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

White Mountains Market

Release & Indemnity Agreement

_____ (Print Name Here), hereinafter "Applicant" agrees to indemnify and hold WME Theaters and North Star Business Center, hereinafter "the Market" harmless for any and all claims or lawsuits for personal injuries, wrongful death or property damage arising from the acts or omissions of Applicant which is related to Applicant's sale of products or services or Applicant's booth or exhibit area at the Market. Applicant shall be solely responsible for providing products liability insurance, completed operations insurance or other liability insurance, which would provide coverage for the acts or omissions of Applicant, or for Applicant's activities at the Market. If Applicant chooses not to purchase such liability insurance Applicant understands that Applicant shall be corporately and individually responsible for holding the Market harmless and for defending any lawsuits or claims made by insured persons. Applicant's indemnification of the Market shall include all the costs of defense including reasonable attorney fees, expert witness' fees, travel, food and lodging expenses related to the defense and other costs actually incurred by the Market in defending such claims and lawsuits. If Applicant has liability insurance, Applicant agrees to add WME Theater and North Star Business Center as additional names insured for this event only.

Applicant further agrees and promises that Applicant will be solely responsible for the payment of all taxes, workman's compensation benefits and other taxes, fees, etc., relating to Applicant's sale of products and services and will hold the Market harmless for all such taxes, fees or benefits.

Further, Applicant agrees that it will abide by all Federal, State and local laws and ordinances related to its use of the booth or exhibit area during the Market. Applicant further states it will defend and hold the Market harmless for any violation of law relating to Applicant's activities or Applicant's use of the booth or exhibit area.

Applicant further states it will defend and hold the Market harmless for any violation of law relating to Applicant's activities or Applicant's use of the booth or exhibit area.

In the event that Applicant is a corporation, both the President and Secretary must sign.

Applicant Signature _____ Date _____

Business Name (if applicable) _____

THIS IS AN IMPORTANT LEGAL DOCUMENT WHICH MUST BE SIGNED AND RETURNED.

White Mountains Market

Rules and Regulations

I. Vendors

- A. Applications will be juried based on product category, quality, date received and space availability. The categories allowed: Agriculture, Garden, Food, Ready to Eat Food, Pre-Packaged Food, Art, Craft and others to be included do belong in a market environment.

II. Merchandise

- A. Resale items are permitted provided they fit within the theme of a market environment
- B. All vendors are subject to inspection by the Market Manager.
- C. Only those products listed in the vendor's application will be allowed for sale. Members wishing to sell a new product must notify the Market Manager one week in advance of proposed sale. New products must be approved by the Market Manager.

III. Space & Fees (10-foot by 10-foot)

- A. Weekly spaces will be \$30 per regular week and \$50 per holiday week, but will be arranged by availability.
- B. Season Vendor Spaces will be \$300, paid in advance and will be assigned on a first paid, first serve basis
- C. Spaces are not transferable and are assigned by the Market Manager.

IV. Licenses

- A. All vendors are responsible for the necessary licenses and permits required for their product by the town of Pinetop-Lakeside, Navajo county and state of Arizona.
- B. A Town of Pinetop-Lakeside Business License or Vendor Permit is required. Single event permit will not work for this market, you will need an Annual Vendor Permit. Please complete and submit online at www.pinetoplakesideaz.gov/FormCenter/Events-and-Vendors-14/Annual-Vendor-Permit-73 or contact the Market Manager for assistance.
- C. The Arizona state law requires all vendors to collect the appropriate SALES TAX for the city, county and state they are selling in. Please review the sales tax for the State of Arizona, Navajo County and Town of Pinetop-Lakeside for all products you sell. <https://azdor.gov/transaction-privilege-tax-tpt>
- D. All food vendors are responsible to comply with the Navajo County Health department's rules and regulations. **Please contact the Navajo County Health Dept (928)524-4750 or website address: <https://www.navajocountyaz.gov/Departments/Public-Health-Services/Environmental-Health/Permits-Licensing>**

V. Vendor Booth & Setup

- A. It is highly recommended that vendors have a canopy or umbrella. Weighting of each vendor tent is required with 40 lb. weights attached to each corner of the tent minimum. This is a significant safety consideration, as calm breezes can pick up canopies and carry them aloft, endangering the vendor and marketgoers.
- B. Saturday set-up must be completed by 8:45 a.m. No vendor vehicles will be allowed in the pedestrian walkways after 8:30 a., unless approved by Market Manager. Saturday Market opens at 9:00 am and closes at 2:00 pm. You may setup earlier and/or close later if you wish, but the core hours will be 9a-2p. Some vendors need to open at 10 am and the Market Manager will work with them and place their spaces to allow for this timing difference.

VI. Location

- A. the Southside parking lot of the WME Village 8 theater complex at 1501 W White Mountain Blvd, Lakeside, AZ 85929

VII. Absences

- A. Season Vendors need to notify the Market Manager at (928) 532-2680 by 12:00 pm on Monday prior to Market day if they will not be attending that week. Two absences without notice will cause termination.
- B. Vendors must notify Market Manager if they are going to be late or absent due to uncontrollable circumstances. EMERGENCY contact **Diana North, Market Manager (480) 414-8210.**

VII. Quality Standard and Liability

- A. All products and produce must be of acceptable quality; to be determined by the Market Manager.
- B. Any prepared foods sold at the Market must be prepared and comply with the Health Department Guidelines and have appropriate licensing and certificates on hand. **Navajo County Health Department to make sure you comply phone: (928) 532-6050 x5550 or website address: <https://www.navajocountyaz.gov/Departments/Public-Health-Services/Environmental-Health/Permits-Licensing>**
- C. Liability for all products rest solely with the vendor producing or selling them. Vendors are highly recommended to have general liability insurance and will be required to sign a Release and Indemnity Agreement prior to set-up.

XI. Upkeep

- A. All vendors are responsible for the upkeep of the general market area located in and around their booth area. Bring garbage cans, brooms and whatever else you need to comply.
- B. All vendors must dispose of their own accumulated trash, there is a Market trash can for use, please note where it is on the map, so you DO NOT accidentally use one of the Village merchants' trash.
- C. Food vendors are responsible for bringing large trash receptacles to hold all of the possible trash that could be generated from their booth and for disposal of this trash.

X. Vendor Conduct

- A. **FOUL LANGUAGE, SMOKING, E-CIGARETTES, ALCOHOL AND DRUGS ARE PROHIBITED!!!**
- B. Any vendor smoking, including e-cigarettes, will be required to discontinue immediately.
- C. Any vendor appearing to be under the influence of alcohol or drugs will be required to leave the premises.
- D. Obscene, violent, obnoxious, or aggressive behavior is banned from the Market.
- E. No loud music may be played at vendor booths, if it disturbs other vendors and Market attendees
- F. "Hawking" (loud calling to promote a vendor's products) is prohibited.
- G. Any vendor may be suspended from selling by action of the Market Manager for failure to comply with the Rules and Regulations of the Market and forfeit any prepaid vendor fees.