

2009 DUBUQUE FARMERS' MARKET

Vendor Information

Vendor Name(s): _____

Business Name (if applicable): _____

Address: _____

City/State/Zip: _____

Home Phone: _____

Cell Phone: _____

E-Mail: _____ **FAX:** _____

Number of Spaces: _____

Fee is charged for each additional space used. You will be assigned the same space(s) you occupied last season, unless you ask to be moved, or are increasing in size. Special space requests can only be granted if they do not conflict with other vendors who are already in place.

Special Request: _____

How may total years have you been in the Dubuque Farmers' Market? _____

Please check the contract you prefer:

_____ \$140 Saturday Summer _____ \$160 Daily Summer
 _____ \$165 Saturday Annual _____ \$185 Daily Annual

FOR PROMOTIONAL PURPOSES ONLY:

Please check the items you intend to sell at the Farmers Market.

Vegetables and Small Fruits Orchard Fruit

- | | | |
|------------------------|---------------------|--------------------|
| _____ Asparagus | _____ Cucumbers | _____ Leeks |
| _____ Beans | _____ Currants | _____ Lettuce |
| _____ Beets | _____ Eggplant | _____ Mushrooms |
| _____ Blackberries | _____ Elderberries | _____ Okra |
| _____ Bok Choy | _____ Garlic | _____ Onions-Green |
| _____ Broccoli | _____ Gooseberries | _____ Onions-Dried |
| _____ Brussels Sprouts | _____ Gourds | _____ Peas |
| _____ Cabbage | _____ Grapes | _____ Pea Pods |
| _____ Cantaloupe | _____ Greens | _____ Peppers |
| _____ Carrots | _____ Herbs | _____ Potatoes |
| _____ Cauliflower | _____ Huckleberries | _____ Pumpkins |
| _____ Corn-Sweet | _____ Indian Corn | _____ Radishes |
| _____ Corn-Popcorn | _____ Kohlrabi | _____ Raspberries |

Orchard Fruit

- | |
|-------------------|
| _____ Apples |
| _____ Cherries |
| _____ Cranberries |
| _____ Nuts |
| _____ Pears |
| _____ Plums |

Other

- | | |
|----------------------|--------------------|
| _____ Arts & Crafts | _____ Baked Goods |
| _____ Bedding Plants | _____ Flowers |
| _____ Honey | _____ Houseplants |
| _____ Nursery Stock | _____ Other: _____ |

For Office Use:

Fee Paid _____ **Date Paid** _____ **Check #** _____ **Cash** _____

Space Assigned _____ **Notes:**

**2009 DUBUQUE FARMERS' MARKET
Indemnity Agreement**

In consideration for granting of permission by the City of Dubuque (City), Iowa, to the undersigned for the use of the following described property:

Farmers' Market area

for the following purpose only:

To sell arts and crafts, farm produce, or baked goods

On the following date(s):

May 2, 2009, through October 31, 2009

The undersigned agrees to indemnify and hold harmless the City and Dubuque Main Street (DMS), and its agents, officers, and employees from and against all claims for injury or damages to persons or property arising out of or caused by the use of such property.

The undersigned further agrees upon receipt of notice from the City and DMS to defend at its own expense the City and DMS from any action or proceeding against the City and DMS arising out of or caused by the use of such property. A judgement obtained in any such action or proceeding is conclusive in any action by the City and DMS against the undersigned when so notified as to the existence of a defect or other cause of the injury or damage, as to the liability of the City and DMS to the plaintiff in the first name action, and as to the amount of the damage or injury. The City and DMS may maintain an action against the undersigned to recover the amount of the judgement together with all the expenses incurred by the City and DMS in the suit.

Dated this _____ day of _____ 2009.

Signature of Vendor _____

2009 DUBUQUE FARMERS' MARKET AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2009, by and between the City of Dubuque, Iowa, or their designee, hereinafter referred to as "City" and (print name of vendor/s) _____, hereinafter referred to as "Vendor." **WHEREAS, the Vendor is authorized to sell only products grown or raised on his/her property, or to sell only handmade arts and crafts of his/her own production**, provided he/she does not violate the rules of the Market or other departments of the City government at Dubuque, Iowa; and WHEREAS, the City has determined that such events are in the best interest of the City hereby grants to the Vendor permission to conduct such event in the designated Market area upon the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

1. **Permits and Licenses**

The Vendor shall obtain and maintain during the term of this Agreement all necessary permits and licenses required for use described herein. Permits are not transferable.

2. **Dates, Hours, Location, and Fee**

Use shall be from the first Saturday in May to the last Saturday in October (27 weeks). Hours of operation shall be from **7 a.m. to 12 noon**. The location of your booth(s) is limited to that shown on the map issued by Dubuque Main Street (DMS) upon receipt of this signed document. Each vendor must confine his/her display to within the assigned area and abide by any requests from the abutting property owner or occupant if their activities tend to overlap (cause traffic problems, undue competition, etc.)

The fee shall be as follows:

\$140 for Saturday Summer (05/02/09 to 10/31/09)

\$160 for Daily Summer (05/01/09 to 10/31/09)

\$165 for Saturday Annual (05/02/09 to 05/01/10)

\$185 for Daily Annual (05/01/09 to 05/01/10)

Fee is payable no later than 4:30 p.m. on Friday, April 24, 2009, to Dubuque Main Street, 1069 Main Street, Dubuque, IA 52001, to participate in the May 2, 2009, Market.

3. **Setup/Take Down**

Setup of tables, chairs, umbrellas, beverage and food stands, entertainment equipment, fencing, trash receptacles, and all other necessary equipment shall begin no earlier than **6 a.m.** All market vendors shall close at 12 noon in accordance with the hours of operation, and removal of all items shall be completed no later than **12:30 p.m.**

Each vendor will provide his/her own display fixtures and shelter for his/her own person and merchandise from the elements as necessary. Tables, chairs, umbrellas, and all other outdoor furniture shall be aesthetically pleasing and properly maintained by the Vendor. The City Manager or the City Manager's designee must approve all setups as indicated on an official Market map.

4. **Pets**

Vendor-owned pets are not allowed within the Market area except service animals.

5. **Rubbish**

All vendors are responsible for the **proper and complete cleanup** of litter, paper, balloons, pop cans, cartons, etc., in an around their area. *Other City-owned trash receptacles in the market shall not be the responsibility of the Vendor nor should the Vendor use those receptacles for their trash. Such trash receptacles are intended for use by customers and not the Vendors.* **All Vendors must take all trash and/or recyclable item with them.**

6. **Vehicles in the Market**

Vehicles are allowed in the Market area as authorized by the City Manager or the Market Manager. At such time, if the vendor is actually engaged in loading or unloading, he or she will be exempt from over-parking restrictions in the area. Vendors whose assigned spaces are metered will be exempt from over-parking restrictions during the hours of Market operation. DMS will provide one parking permit to all authorized vendors to be displayed in the vendor's vehicle or presented to a meter maid or at the payment window at City Hall in case a ticket is mistakenly issued. All vehicles must be parked parallel with the curb. Throughways for walking must be maintained. The rules for handicapped parking spaces must be observed.

7. **Supervision**

The Vendor shall provide sufficient and competent personnel to plan, implement and supervise the use, and to take proper care of the vendor booth.

8. **Statutes and Ordinances**

The Vendor, its agents, and employees shall abide by all federal, state, and municipal laws, rules, and regulations.

9. Under no circumstances shall any fire lane be restricted or occupied by the Vendor.

10. Vendors may not solicit customers beyond their own assigned market spaces either via signage or hawking.

11. If the Vendor fails to comply with any requirement set forth in this Agreement, the Vendor shall be given written notice to comply. If the Vendor fails to comply within 15 days of such notice, this agreement shall be deemed terminated by the City without further notice or refund to the Vendor.

12. **Other Conditions**

The City, or its designees, reserves the right to revoke this permit at any time if unusual conditions arise.

Vendor refunds will not be given after May 18, 2009.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT:

Signature(s) of Vendor(s)

Signature of Market Manager or Designee

Please fill out all four pages and return, with payment, to:

**Farmers' Market
Dubuque Main Street
1069 Main St.
Dubuque, IA 52001**

Make checks payable to Dubuque Main Street. A copy of your contract, including your assigned stall number, and parking permit will be returned to you as receipt of your payment.