

PARK CITY FARMERS' MARKET 2012 RULES & REGULATIONS

MARKET DAY, TIME & LOCATION

The market will be held every Wednesday from 12 p.m. to 7 p.m. in the lower parking lot of The Canyons Resort (the Cabriolet Parking Lot). The market management anticipates a starting date of June 6, 2012 through October 31st, 2012, (from the first Wednesday in June through the fourth Wednesday in October), for a total of 22 market days. The market will go on regardless of rain, snow or shine!

COMMITMENT TO MARKET

Vendors must commit to the entire market season to be assigned a permanent stall. The market management understands that some of the farmers will not be able to attend until their product is ready for harvest. If you are a grower that cannot attend all markets due to your product availability, let us know your anticipated harvest date on the application so we can have a stall scheduled for you. All other vendors are required to commit to the entire season. Market management reserves the right to refuse participation to vendors who have fallen short of this commitment in the past.

APPLICATIONS

All vendors are required to fill out an application for the market. Returning vendors from the prior season are automatically accepted in to the next season's market unless we have notified you otherwise. If you are a new applicant, you will receive a phone call with further instructions if you are accepted into the market.

ATTENDANCE

All vendors must be in place by 11:30 a.m. on market day! Vendors who arrive late and disturb market operations with their tardiness will be refused participation in that day's market; repeat offenders WILL be banned from the market entirely. If you have an emergency and cannot attend the market, notification of market management is required by 10 a.m. on market day; the acceptance letter will provide you with the phone number to call if you have such an emergency. If you miss a market without proper notification then you are forfeiting the right to your permanent stall and will be subject to relocation.

PRODUCTS

Grow it or make it or you cannot sell it! No beverages may be sold at the Wed market as the Canyons reserves the right to sell beverages on their property. There is zero tolerance for reselling products that have not been grown (farmers), handmade (craft vendors), or prepared (food vendors) by the vendor unless specifically granted by market management. Only the vendor, family members and/or employees will be permitted to sell from your stall. Any vendor caught selling unapproved items are subject to immediate dismissal!

STALL FEES

Keeping in mind that the market is primarily a **Farmers' Market** the stall fees shall be set accordingly. Individual stall fees are \$35 per market for all food and craft vendors and \$10 per market for all farmers. Individual stall size will be approximately 10 feet X 10 feet, with room behind it to park one vehicle. Any extra vehicles must be parked in the main parking area to allow a clear and continuous emergency lane behind all stalls. Vendors requiring more space, be it due to selling space, prep space or parking space, (for trailers, etc.) will be required to purchase extra stall(s). Farmers are defined as those people who grow and sell fresh produce or plants that are NOT subject to collecting and remitting sales tax to the Utah State Tax Commission. Vendors that have farm(s) as part of their business name will not automatically receive the farmers' stall price unless they meet the definition set forth in these rules. Farmers who grow produce or plants that are value enhanced by decorative containers or by further processing (salsas, jams, jellies, cheeses, butters, etc.) are subject to sales tax collection and therefore fall under the \$35 per stall category. Combination vendors that sell items that are subject to sales tax collection along with

fresh produce or plants must have at least 90% of their booth comprised of the fresh produce or plants to qualify for the farmers' stall price. Stall fees will be collected on each market day that you attend.

STRUCTURES

Temporary structures (vendor tents, etc.) over 120 square feet in area are required to obtain a building permit from Summit County. ALL structures must be secure enough to withstand sustained winds of 50 MPH, NO EXCEPTIONS! It gets VERY WINDY in our location; anchors of 50 lbs. per leg are needed. **You will not be allowed to set up your booth structure if you do not meet these requirements!**

TRASH

All vendors are required to clean up and carry out all garbage in their stall area away from the premises at the end of each market day. Do not use the garbage cans provided for the customers of the market, nor the portable toilet provided for the market. Any vendor caught disposing of any trash whatsoever in the portable toilet will be subject to the severe fines levied by the portable toilet company!

EVENT LICENSE FEE

We are now required to obtain an expensive Mass Event License for the entire market in advance. All vendors must submit a check or money order for \$60 payable to the Park City Farmers' Market with their application. If you are not accepted into the market, your check or money order will be returned to you.

LIABILITY INSURANCE

All vendors are required to submit proof of Liability Insurance with their application. If you do not have Liability Insurance please contact Richard Boulder at 435-654-0353 and tell him that Volker referred you.

SALES TAXES

All vendors, with the exception of farmers that sell only freshly grown produce and/or plants grown by them are subject to collecting sales tax from their customers and remitting the sales tax to the Utah State Tax Commission. This is accomplished through a Special Event Sales Tax Form; you cannot remit these taxes on your usual form. If you are accepted into the market and are subject to sales tax collection, the form and/or instructions on how, where and when to file will be included in your acceptance letter. All required sales tax collection and remittance is the sole responsibility of each individual vendor.

HEALTH DEPARTMENT

All food vendors are required to be in compliance with Summit County Health Department and/or the Utah Department of Agriculture regulations. Food vendors preparing or sampling on site are required to have a Food Handler's Permit and a Temporary Food Service Permit for Seasonal Events. If you are accepted into the market and are subject to these regulations, you must display both permits in your booth or you will not be allowed to sell food prepared or sampled on site.

FAIR BUSINESS PRACTICES

All sellers agree to abide by fair business practices; all terms of sale are between buyer & seller only.

FARM OR BUSINESS VISITS

Market management reserves the rights to visit any farm or business location at any time to verify that you are the producer of the product you are selling.

NONCOMPLIANCE

There will be strict enforcement of all Market Rules & Regulations! Market Management reserves the right to refuse acceptance or deny continued participation of any vendor or product

that is not in complete compliance with all Market Rules & Regulations. Market Management has the authority to ask any vendors to remove themselves or any product not previously approved by management from the market. Market Management reserves the right to move or reassign vendor locations to enhance or facilitate the market structure and/or safety as deemed necessary.

LIABILITY

The Canyons Resort and/or The Market Management is not liable for any injury, theft or damage to either the buyer or the seller or their property, arising out of or pertaining to preparation for or participation in The Park City Farmers' Market, whether such injury, theft or damage occurred prior to, during, or after the hours of operation of The Park City Farmers' Market. Seller further agrees to indemnify and hold harmless both The Canyons Resort and The Market Management for and against any and all claims for such injury, theft and/or damages. **Seller assumes full liability** for their vehicles, structures, fixtures and the product(s) they market or sell and by participation in The Park City Farmers' Market hereby agree to hold The Canyons Resort and/or their representatives and/or The Park City Farmers' Market Management and/or their representatives harmless against any and all claims such as but not limited to injury, theft or damage by any buyer, seller, or other persons resulting from or pertaining to the use, consumption, marketing tactics, display, negligence or disposition of seller's products, vehicles, fixtures or structures.