



Farmers Market Rental Application

City of Moore

Located at 301 S Howard (South Parking Lot – Moore Community Center)

City of Moore, hereby grants

(hereinafter called the “Renter”), permission to use the Old Town Farmers Market, subject to the terms and conditions of this agreement contained herein and attached hereto all of which form part of this agreement. **Space Rental is free of charge.**

Moore Market Guidelines:

1. The Market is located at 301 S Howard – South Parking Lot – Moore Community Center
2. Authority over the Market rests with the City of Moore and the Market Manager.
3. The Market Manager will develop a placement of each vendor within the Market. In the event a conflict occurs regarding placement, the situation will be resolved at the discretion of the Market Manager. **If a vendor will not be at the market on a specific date, the vendor must notify the Market Manager in advance.**
4. Our goal is to provide garden related products and produce grown, and/or made in Oklahoma, offered for sale at the market. **Out of state produce may be sold however. Requirements for this include: notifying customer of the state of origin of produce.** A vendor found violating the policy will be asked to adhere to the rule. If the violation continues, the Market Manager may require the vendor to leave the Market and his/her space will be forfeited for the remainder of the season.
5. Vendors must provide own tables, chairs and change. Vendors are encouraged to display prices of product for best communication with customers. Vendors are responsible for cleaning their areas before leaving the Market each day. Failure to do so will result in elimination from the market.
6. If a vendor offers a processed product for sale, he/she must file a copy of the Health Department certification and proof of liability insurance with the Market Manager. Failure to do so will prohibit the vendor from selling the product.
7. Vendors are responsible for paying the appropriate sales tax to the Oklahoma Tax Commission.
8. The Cleveland County Health Department has jurisdiction over sales of food products at all Oklahoma Farmers Markets. Vendors must comply with all applicable requirements to be eligible for participation at the Moore Old Town Farmers Market.
9. Courtesy to others and our customers will prevail above all disagreements.
10. No sharing of space. No subleasing space. **The space is for you to sell your products only.**
11. In the event of inclement weather, the policy will be rain or shine unless dangerous weather such as tornados or lightning prohibits the operation of the market.
12. The Planned dates for the market are May 22nd, 2010 until October 2nd 2010. Dates and times of market may be changed at the discretion of the City of Moore.

In consideration of being accepted to and allowed to participate in any way in the City of Moore Farmers Market, related events and activities, the Renter:

1. Agrees that prior to participating, each will inspect the facilities to be used. If they believe anything to be unsafe, they will immediately advise the Market Manager of such condition(s).
2. Assume all the foregoing risks and accept personal responsibility for damages following any injury, permanent disability or death.
3. Release, waive, discharge and covenant not to sue the City of Moore, Moore Public Works Authority, its affiliated clubs, their respective administrators, directors, agents, and other employees of the organizations, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event, all of which are hereinafter referred to as "releasee" from any and all liability to each of the undersigned, his or her heirs and next-of-kin for any and all claims, demands, losses, or damages on account of injury, including the death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise the undersigning, having read the above waiver and release, understand that they have given up substantial rights by signing it and sign it voluntarily.
4. All participants are responsible for payment of any applicable sales tax and shall then remit taxes to the Oklahoma State Tax Commission.

I have read and agree with all the above terms, conditions and guidelines. A signed copy of this agreement must be on file with the City of Moore prior to participation.

Dated: _____, **2010**

X: _____ **X:** _____

Name: _____

Address: _____

City: _____ **Zip Code** _____

Phone: Home: () _____

Office: () _____

Cell: () _____

Email: _____

Product(s): _____

What dates will you plan on being at the Market: _____

Vehicle: _____

Primary contact:

Teresa Smith
City of Moore
301 N. Broadway
Moore, OK 73160
Office: 405-793-4332 Fax: 405-793-5025
Email: tsmith@cityofmoore.com