

# The Winter Market at Austin Landing



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## AUSTIN LANDING WINTER MARKET VENDOR AGREEMENT

**NOVEMBER 11, 2017**

**11 PM – 5PM**

**\*\* New time\*\***

Thank you for your interest in being a vendor at the Austin Landing Winter Market. Vendors must hold ALL required permits, licenses, and insurance policies necessary for their business operation, sign the Participation and Indemnity Agreement included in this packet releasing Austin Landing, AL Event, LLC. and VisCap from ANY liability, and sign the Market Rules acknowledgement also included in this packet.

**Business Name:** \_\_\_\_\_

**Name of Owner or Proprietor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Website Address:** \_\_\_\_\_

**Telephone Numbers (specify home, office, cell, fax):** \_\_\_\_\_

**Preferred Contact (cell phone, email, etc.):** \_\_\_\_\_

**VENDOR DETAILS:**

Please give a detailed description of the items you intend to sell at our Winter Market.

**non-food items:** \_\_\_\_\_

**food items:** \_\_\_\_\_

**List the full names of family members, employees, or agents who may sell for you:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Initials**

**PLEASE HAVE ALL LICENSES AND PERMITS!**

It is **your** responsibility to make sure that you have the licenses and permits necessary and required for the operation of your business. These may include food manufacturer's licenses, nursery permits, organic certifications, dairy permits, mobile food licenses, sales tax permits, scale certifications, food manager's certifications, and any other licenses and permits necessary and required for the operation of your business. Please expect that the market will be visited by the Montgomery County Auditor's Office and the Montgomery County Health District throughout the selling season.

**PARTICIPATION AND FEES**

The vendor understands there is a fee for participation in the market. The fee is seventy five dollars \$75. Payment will need to be made at the signing of the contract. All checks shall be made payable to Austin Landing Community Authority.

Vendors are responsible for acquiring all necessary and required permits and licenses prior to market.

**VENDOR'S INDEMNIFICATION**

The vendor agrees to defend, save, indemnify and hold AL Event, LLC. and VisCap, harmless from and against any and all liability, damages, fines, suites, claims, demands, and actions of every kind and character, including the payment of attorney's fees and cost, arising out the participation, the set up of, sale or supply of any products presented at the market by the vendor.

**Market Rules****I. Goods and Pricing**

1. All food products sold shall be in accordance with the definition of "cottage foods production operation" as defined in Chapter 3715 of the Ohio Revised Code.
2. Each Vendor is required to have proper licensing and permits appropriate to the products being sold. Contact the Montgomery County Health District at (937) 225-4460 for proper licensing. Scales must be certified by the Montgomery County Auditor at (937) 225-6309.

**II. Schedule & Display Requirements**

1. **The 2017 Winter Market hours shall be from 11pm to 5 pm on Saturday, November 11, 2017** Vendors must arrive no later than one half hour before Market opening time in order to be prepared for business when the Market opens. Vendors **set up begins at 8:30 am on Saturday, November 11.** The Market Manager or designee will be onsite an hour early each day to assign vendor stall spaces. Vendor stall spaces shall be allocated and defined by the Market Manager. Attempts will be made to give vendors with consistent attendance records the same stall space each day. Vendors must be set up and ready by 10:30am.
2. **The Market will take place at The Park at Austin Landing in the event space under a provided tent with heaters. Each vendor will receive as close to 10x10 foot space as possible. (depends on how many vendors we have)**

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**Initials**

- 3. Vendors must provide clean and safe tables, chairs, baskets or stands to display products. Vendors must maintain their area in a neat and tidy condition, and must leave the premises within one hour of Market closing, leaving behind no trash or debris.
- 4. Vendor space is limited. The Austin Landing Winter Market reserves the right to approve/disapprove and/or dismiss vendors upon time of application or at any time during the Winter Market season when its sole judgment is that the vendor no longer meets the needs.

**III. General Vendor Responsibilities**

- 1. **Vendors that require liability insurance shall indemnifying the AL Event, LLC. and VisCap against any claims of liability and naming each as an "additional insured".**
- 2. Vendors assume responsibility for any injury to other Vendors or their property or to any Market attendee or attendee's property caused by Vendor's actions or inactions.
- 3. Vendors shall demonstrate respect for all Market members (Vendors, Market attendees, and property owners) by engaging in open and truthful communications of all matters to all appropriate members.

**IV. Exclusions**

- 1. In the case of baked goods vendors shall be required to comply with all Federal, State, and Local requirements concerning the labeling and packaging of such products.
- 2. The Austin Landing Winter Market reserves the right to approve and/or reject vendor applications. Vendor applications will be accepted on a case-by-case basis and approvals given in an effort to maintain the highest quality and variety of products.

The undersigned Vendor has read and agrees to the Austin Landing Winter Market Rules as written above.

\_\_\_\_\_ I am electing to pay the Vendor Participation Fee for one day only. **My check for \$75** made payable to **Austin Landing Community Authority**. Please check which day you will participate.

**Checks should be made out to the Austin Landing Community Authority.**

**Mail to: Pegge Hein Bellamy P.O. Box 524 Miamisburg, OH 45343**

**Vendor:**  
Signature: \_\_\_\_\_

DBA: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**Initials**