



Farmer's Market

Summer 2017 Application

9633 Prominent Point, Colorado Springs, CO 80924

Please join us for our First Annual Farmer's Market.

Please sign documents and email to info@tillkitchen.com OR hand deliver to the host stand.

Vendor

Information: _____

Business

Name: _____

Vendor

Name: _____

Address: _____

City/State/Zip: _____

Email: _____

Website: _____

About Your Business:

- Grower/Ag Producer

- Value-Added Food Producer including salsa, wines, butters, cheeses etc. (cottage foods included)
- Artisan: fine art or crafts

Briefly describe what you intend to sell? Please be detailed and specific.

How is your product produced? Please describe your practices and or where your ingredients are sourced. Artisans, what makes your product unique?

The following paperwork must be completed and submitted by April 15th. If you can't get paperwork in by April 15th, please let us know. Last day for paperwork/licensing due by May 1st.

ALL VENDORS

- Application
- Signed Agreement
- State of Colorado business license and sales tax license (not required for ag producers)

GROWERS/AG PRODUCERS:

- Documentation of growing practices
- Retail Food Establishment License: For those selling value added food products

VALUE-ADDED FOODS:

- Licenses and documentation issued by Colorado Health Department.
- Documentation by state, county, District Public Health Agency stating food safety course was taken
- Retail food establishment license
- Liability Insurance

Please note:

The Till Farmers Market will run from May 27th-September 30th, from 9am to 2pm. Load in will begin at 7am.
Spots are all regular 8x6 and white tents ONLY please. Branded is okay.
All tents are required to be weighted.

Please check:

- Attend full-time markets \$150
- Attend part-time (6) markets \$75

For part-time markets: Please circle dates attending

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|---------|---------|-------------|--------------|
| May 27 | July 8 | August 19 | September 30 |
| June 3 | July 15 | August 26 | |
| June 10 | July 22 | September 2 | |

| | | | |
|---------|-----------|--------------|--|
| June 17 | July 29 | September 9 | |
| June 24 | August 5 | September 16 | |
| July 1 | August 12 | September 23 | |

Applications are due April 15th to be considered for this year's Till Farmers Market. Approval/denial notices will be sent out by May 1st. If we have any further questions about your business, we will be in touch.

All fees, documentation, licensing etc. due by May 1st.

Thank you!!
Team Till

Till Farmer's Market Participation Agreement

All vendors must sell only items identified on their application. The resale of items/products that are not grown or produced by vendor is prohibited. Vendors must comply with all government regulations and provide correct licensure as well as comply with applicable taxes.

Vendor's Representations and Warranties. Vendor hereby represents and warrants to Till Briargate, LLC, that Vendor has in force all necessary licenses and permits to participate in the Farmer's Market and has adequate training to participate. Vendor represents and warrants to Till Briargate, LLC, that Vendor has at least \$1,000,000.00 of all risk insurance and \$1,000,000.00 of product liability insurance to cover Vendor's activities at the Farmer's Market. Vendor agrees to name Till Briargate, LLC, as an additional insured on the policy and to provide Till Briargate, LLC, evidence of the same.

Duty to Hold Harmless, Indemnify and Defend. Vendor shall indemnify, defend with counsel acceptable to Till Briargate, LLC, and hold harmless Till Briargate, LLC, its officers, directors, agents and employees from and against any and all claims, demands, losses, liabilities, actions lawsuits and other proceedings, judgments, awards, costs and expenses (including, without limitation, attorney's fees and costs), arising directly or indirectly, out of or in connection with Vendor's participation in the Farmer's Market, excluding only such of the foregoing that result from the willful misconduct, fraud, or gross negligence of Till Briargate, LLC. The provisions of this Section shall survive termination of this Agreement.

Payment. Payment shall be due to Till Briargate, LLC, upon Vendor's execution of this Agreement. In the event Vendor is unable to attend a scheduled Farmer's Market, Vendor shall provide written notice to Till Briargate, LLC, at least one (1) week prior to the scheduled Farmer's Market. Vendor's breach of this section shall result in a penalty of Fifty Dollars (\$50.00), which shall be due and payable to Till Briargate, LLC, before the next Farmer's Market that Vendor is scheduled to

attend or within One (1) week of Vendor's default hereunder if Vendor is not scheduled to attend any further Farmer's Markets.

No Refund. Vendor shall not be entitled to any refund.

Set Up. Till Briargate, LLC, shall provide only venue for the Farmer's Market. Vendor shall supply all necessary inventory, equipment and displays necessary for Vendor's use related directly or indirectly with each Farmer's Market.

Authorization to use Image and Likeness. Vendor, its officers, directors, agents and employees hereby authorize Till Briargate, LLC, to use Vendor or officers, directors, agents and employees' likeness and image for the marketing and advertisement of the Farmer's Market. Till Briargate, LLC, shall be authorized to alter or edit such image or likeness in its sole discretion and disseminate such image or likeness in all forms of media.

GUARANTEE

The undersigned personally agrees to unconditionally individually guarantee any and all obligations of Vendor under this Agreement. The undersigned further agrees that any action for default under this Agreement may be brought against the undersigned irrespective of whether or not Vendor is a party to such action.

_____, Individually

_____, Individually

_____, Individually

Date _____

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