



BEN'S TEXAS GOURMET MARKET™

P. O. BOX 1165 · FRIENDSWOOD · TEXAS 77549

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www.benstexasgourmetmarket.com

VENDOR APPLICATION

MARKET (Check All of the Markets Being Applied For)

The Markets being applied for:

Friendswood Farmer's Market _____

Texas Gourmet Market of League City _____

VENDOR PROFILE

Name of Company or Business: _____

Name of Owner: _____

Mailing Address: _____

Physical Address: _____

E-mail Address: _____ Web Address: _____

Telephones: _____ (Cell) _____ (Home/Work)

Names of agents, family members or employees authorized to sell for you:

PRODUCT PROFILE (Check All That Apply)

_____ Baked Goods

_____ Beef

_____ Plants

_____ Kitchen Ware

_____ Canned Goods

_____ Pork

_____ (or Plant-Based Products)

_____ Bath Products

_____ Snacks

_____ Fish

_____ Produce

_____ Crafts

_____ Poultry

_____ Beverage

_____ Pet Products

_____ Other

Product Description:

MARKET RULES & REGULATIONS

1. MARKET PARTICIPATION:

- TEXAS GOURMET MARKET will be held the last Saturday of each month from 9:00 a.m. – 1:00 p.m. unless otherwise re-scheduled.
- FRIENDSWOOD FARMER'S MARKET will be held the first Saturday of each month from 9:00 a.m. – 1:00 p.m. unless otherwise re-scheduled.
- Notification of any reschedule will be provided to each vendor at the phone number and/or e-mail address provided on this Application.
- Vendors agree to set up early and be ready and open for business by 9:00 a.m.
- Vendors arriving after 8:30 a.m. will not be allowed to set up and participate in the market for that day.
- Vendors must stay for the duration of the market and are not allowed to tear down and leave prior to 1:00 p.m. (or the close of the market) for any reason, even if they have sold out of products. Exceptions can be made by the market manager due to an emergency. Violations may result in the suspension of market privileges.
- Vendors must notify the market manager at least 48-hours prior to the market of their intent to cancel for that particular market day. Failure to provide such notification may result in the suspension of market privileges indefinitely.
- Should a vendor miss more than two (2) consecutive markets, market privileges may be suspended.
- Vendor participation is at the sole discretion of the market manager and may be suspended at any time for any reason.

2. FEES:

- Market fees are \$ 40.00 per market due and payable on the day of the market.
- If electricity is required and available, an additional \$10.00 fee will be charged.
- Monthly market fees are payable by credit card only and will auto-drafted on the day of the market.
- There is no Application Fee. All market fees of any kind are subject to change at the sole discretion of the manager.
- A \$ 100.00 Annual Membership Fee is due by each vendor at the time this application is approved, and due annually thereafter on their anniversary date.

3. CONDUCT:

- Vendors will at all times conduct themselves in a respectful, kind and prudent like manner toward all market attendees, other vendors, market sponsors, and staff.
- Any disagreements or grievances shall be immediately brought to the attention of the market manager or his designated representative. Resolutions shall be at the sole discretion of the market manager and shall be final and binding.
- There will be no alcohol allowed at the market, except as determined at the sole discretion of the market manager.
- Vendors are not allowed to play any music during the market, except as may be allowed by the market manager.
- The market is a smoke-free zone, and no use of tobacco, tobacco products or vaping products are allowed.

4. DESIGNATED BOOTH/TENT AREA:

- Vendors are allowed a 10'x10' area, the location of which is determined by the market manager. Designated areas may change from market to market at the sole discretion of the market manager.
- Vendors are responsible for their own tents, tables, chairs and any other needed equipment.
- Each vendor must keep his/her designated tent area in a clean, safe and hazard-free manner. Vendor's must have a trash can for their own designated area.
- Vendors must pick up all trash and other debris within their designated tent area prior to leaving the market. Small trash items may be deposited in designated park trash receptacles at the end of the market only, if available.
- Booths may not be used for political campaigns or endorsements, religious affiliations, or non-profit promotions.

5. TENTS, BANNERS, SIGNS

- Tents must be properly secured with sufficient weights (sandbags, weights, etc.) so as to prevent wind damage.
- Tents must have an overall clean and neat appearance with no tears or soiled areas.
- Tents with any advertising other than the vendor's product or company must be approved by the market manager.
- All vendors must display a banner depicting the name of their company, etc.
- Banners cannot exceed 3'x10' in size.
- No signs shall be displayed outside of the designated booth area.

6. PETS, ANIMALS, LIVESTOCK

- Vendors are not allowed to bring their pets, animals or livestock to the market without permission from manager.

7. PRODUCTS

- Vendors are allowed to only sell those products listed on the application and approved by manager.
- Any new products offered for sell by any Vendor must be approved by manager.

MARKET RULES & REGULATIONS, CONT.'

8. SALES, SAMPLING

- Vendors will be responsible for setting their own pricing.
- Children nor any minor under the age of sixteen (16) may act as the vendor's sole representative, manager or designated sales person.
- All sales and sampling must be conducted within the 10'x10' designated tent area. Vendors are not allowed to go outside of their designated areas and among the crowd to sell their products or offer samples.
- Any samples offered to customers must be done in a clean and sanitary manner and in accordance with the rules and guidelines of any local and State governing bodies, including, but not limited to the Department of Health.

9. ETHICAL STANDARDS AND BUSINESS PRACTICES

- Vendors must remain in their own respective booths and are not allowed to shout, "hawk" or offer their products in any objectional or offensive means.
- Vendors are expected to follow the highest degree of ethical standards and business practices in making any claims concerning the quality, quantity, source, or any other statements regarding their products.

10. PARKING, UNLOADING AND LOADING

- Vendors must park in areas designated as the "Vendor's Parking Area" during the duration of the market.
- Vendors may unload and load only before and after the designated market times, and in a manner prescribed by the manager.

11. PERMITS, LICENSES, INSURANCE

- Vendors must comply with all applicable city, county, state and federal regulations, and be in possession of all required permits, licenses and insurance.
- Vendors will not hold the market liable for any fines received as a result of not having obtained the correct permits, licenses, or insurance.

12. RELEASE, LIABILITY AND INDEMNITY AGREEMENT

- It is understood that vendors should carry their own general liability and product liability insurance and it is further understood that Ben's Texas Gourmet Market does not provide this coverage for vendors.
- Ben's Texas Gourmet Market, its respective employees, managers, staff, agents and consultants are not liable for any injury, theft or damage to any vendor or vendor's agents, employees or representatives, or vendor's property, arising out of or pertaining to the preparation for or participation in any and all market activities.
- The vendor shall indemnify, keep and save harmless Ben's Texas Gourmet Market, any and all of its affiliates, agencies, and all other entities in which it is associated with or may have agreements with, from and against any and all claims and demands resulting from vendor's acts and omissions, whether for injuries to persons, or loss of life, or damage to property, on or off market premises, arising out of the use or occupancy of the market premises by vendor, and shall defend at vendor's own expense any actions brought against Ben's Texas Gourmet Market and any organizations or persons with which Ben's Texas Gourmet Market, its affiliates, agents or owners as a contractual agreement.

I, _____, hereby certify that I have read all of the above items included within this Vendor Application, including the Rules and Regulations, and do hereby agree to adhere and subscribe to any and all of the demands and obligations hereunder; and I do further certify that I am the authorized agent and have full authority to act on behalf of the organization or individual executing this Vendor Application, and that I have the full power and authority to execute such for and on his or their behalf.

Vendor Signature: _____

Vendor (Printed Name): _____

Date: _____