

2016 PHOENIX FARMER'S MARKET APPLICATION AND SPACE PERMIT FORM

Sponsored by First United Methodist Church – Phoenix
 49 Jefferson St., Phoenix, NY 13135 Phone: (315) 695-4746

2016 MARKET DATES: July 11, July 18, July 25, August 1, August 8, August 15, August 22, August 29.
 Market dates may be extended by sponsor at a per diem rate of \$ 12.50 for seasonal extenders and \$15.00 for daily.

LOCATION: portion of State Street, Phoenix, NY

2016 MARKET RATES: \$100.00 for approximately 10 x 10 space (for the season) or \$15.00 for each individual date.
 If extended season, seasonal rate extension only will be \$12.50 per day, \$15.00 per day otherwise

Please make checks payable to: "First United Methodist Church – Phoenix"

VENDOR CONTACT INFORMATION	
VENDOR FARM/BUSINESS NAME:	
MAILING ADDRESS:	
EMAIL:	
WEBSITE:	
PRIMARY CONTACT AT THE VENDOR BUSINESS/FARM	
NAME	PHONE: CELL:
PRIMARY CONTACT AT THE FARM MARKET SPACE PERMITTED TO VENDOR	
NAME	PHONE: CELL:

THE PHOENIX FARM MARKET IS PROVIDED TO THE COMMUNITY AS A SERVICE OF THE FIRST UNITED METHODIST CHURCH ("SPONSOR") ON LANDS OWNED BY THE VILLAGE OF PHOENIX AND LICENSED FOR SUCH USE TO THE SPONSOR BY CONTRACT WITH THE VILLAGE. ALTHOUGH THE VILLAGE IS NOT A CO-SPONSOR OR OPERATOR OF THE FARM MARKET, THE CONTRACT AND THIS APPLICATION, UPON ACCEPTANCE AND APPROVAL BY SPONSOR, IS SUBJECT TO CERTAIN FARM MARKET RULES AND REGULATIONS APPROVED AND SUBJECT TO MODIFICATION BY THE VILLAGE AT ANYTIME. AMONGST OTHER THINGS THE VILLAGE RETAINS ULTIMATE AUTHORITY OVER SUCH RULES AND REGULATIONS AND THEIR ADMINISTRATION IN ORDER TO ENSURE THE LEGAL USE OF PUBLIC PROPERTY. THE VILLAGE IS NOT OTHERWISE INVOLVED IN MANAGEMENT, ADMINISTRATION OR APPROVALS/DENIALS OR CONDITIONING OF PERMITS. THE SOLE REVENUE RECEIVED BY THE VILLAGE IN CONNECTION WITH THE FARM MARKET IS A PERCENTAGE OF THE FEES PAID FOR SPACE USE. THE VILLAGE HAS DETERMINED THIS FAIR AND REASONABLE CONSIDERATION FOR THE LIMITED USE OF VILLAGE LANDS. ASIDE FROM THAT PERCENTAGE REMITTED BY THE SPONSOR TO THE VILLAGE, MARKET SPACE FEES PAID HEREUNDER ARE THE PROPERTY OF SPONSOR AND HAVE BEEN DEEMED BY VILLAGE TO BE A FAIR AND REASONABLE COMPENSATION FOR ADMINISTRATION OF THE FARM MARKET.

PLEASE PROVIDE THE FOLLOWING AND ABOVE REQUESTED INFORMATION. ONLY A COMPLETED APPLICATION MAY BE APPROVED FOR VENDOR SPACE PERMIT HEREUNDER. VENDOR SPACE IS AS SHOWN ON A SPACE PLAN TO BE PREPARED BY SPONSOR AND APPROVED BY THE VILLAGE.

Please state all of the goods/products that you request permission to sell:

Fruits/Vegetables/Plants/Flowers:

Baked Goods:

Artwork/Crafts/Others (please specify):

Per the farm Market Rules and Regulations definitions, are at least 75% of ALL products and goods to be sold grown, baked or made by you or other members of your business? **Yes/No** (please circle)

PLEASE NOTE: The 75% requirement shall be determined by Sponsor applying a criteria comprised of weight, area, volume and or any other reasonably based criteria intended to ensure the Farm Market good and product line is reasonably perceived as, and as well is comprised of 75% homegrown goods and products at each vendor space. The Sponsor's determination in this regard shall be final provided it is based on written articulated grounds (including as a Permit condition) and such criteria and grounds are substantially similar enough to those articulated in other determinations of the Farm Market to not be arbitrary or capricious. If and to the extent same are not determined to be at least 75% homegrown, home-baked or homemade, a permit may not be approved or revoked, or continuation may be conditioned upon compliance.

Will you be selling food requiring a Health Department Permit? **Yes/No** (please circle) If yes, the Health Department ID Number is: _____ . Please attach copy if issued. Any application approved shall not be effective unless where required a permit has been secured and only from the effective date.

Have you obtained Liability Insurance Coverage with a Certificate that meets Market Rules and Regulations requirements? **Yes/No** (please circle). Please attach copy of certificate. Any application approved shall not become effective until such certificate showing an effective date of coverage has been issued and attached with copy provided to Sponsor and the Village of Phoenix.

Will you be selling NYS sales taxable items? **Yes/No** (please circle) If yes, please provide your, NYS sales tax certificate of authority/ ID Number _____.

Please list and attach copies of all other licenses, permits as required for goods and products being sold, i.e. health permits, 20C exemptions, (if such products are permitted under the Farm Market Rules and Regulations), nursery license, dairy and meat permits, etc.: _____

Please indicate as applicable, Production Methods Used:

- Certified organic. Copy of current certificate must be placed on file with the Farm Market.
 Non-certified organic. My gross agricultural income from organic sales totals \$5000 or less annually and I comply with applicable organic production and handling requirements.
 Conventional

Please note: Pursuant to CFR Part 205, Subpart B, Section 205.100(c)(1) any operation that knowingly sells or labels a product as organic, except in accordance with the ACT, shall be subject to a civil penalty of not more than \$10,000 per violation.

The Farm Market season runs from July 11, through August 29 for 2016, possibly extended into the fall. Please check when you will attend the market.

_____ **SEASONAL:** I plan to attend market for the full season.
If the market is extended past August 29, I would be interested in extending my seasonal rate at a per space rental of \$12.50 per day. **Yes/No** (please circle)

_____ **DAILY:** I will attend market on the following dates: July 11, July 18, July 25, August 1, August 8, August 15, August 22, August 29 (please circle specific dates.)
If the market is extended past August 29, I would be interested in extending my daily rate at a per space rental of \$15.00 per day. **Yes/No** (please circle)

I understand that both seasonal and daily space assignments are first come first serve and in any event such locations are within the Sponsors discretion.

I (we) the undersigned represent that the above information and attachments are all true and correct, and that I/we, have read, understood and agree to abide by the terms and conditions of this Permit and the Farm Market Rules and Regulations of the Farm Market in effect and as may be amended during the term hereof.

I (we) further agree to operate my (our) space in accordance with the Farm Market Rules and Regulations and to pay all applicable fees as set out in the Farm Market Rules and Regulations. I (we) do understand that the space fee, length of season, and hours of operation are set in the Farm Market Rules and Regulations, and I (we) will abide by them.

I (we) further understand that failure to comply with the Farm Market Rules and Regulations may result in revocation of this Permit and the vacating of permitted space.

As a vendor, wishing to participate in the Farm Market, I (we) agree to defend, hold harmless and indemnify the Farm Market, the Sponsor, Village of Phoenix, and each of their respective, officers, directors, trustees, agents, members and employees whatsoever and without limitation, for and from any and all claims, liabilities or responsibilities, actions or suits arising from same and pertaining to injury or damages to person or property as a result of this permit, my/our use or occupation of the permitted space. I (we) verify that all information I (we) have provided about our goods and products for sale is and shall remain true and accurate.

I (we) understand that the Farm Market operates on limited funds. I (we) also acknowledge that the Farm Market's beneficial purpose will be frustrated if it is subjected to costly litigation. Accordingly, I (we) hereby agree that as a condition of participation in the Farm Market, I (we) will resort to litigation against the Farm Market, Sponsor and/or Village of Phoenix, their respective trustees, directors, officers, management, employees, agents and affiliated entities, only after first attempting in good faith to resolve any dispute with and through the Sponsor. We agree to advise the Village, in any event of any such claim or dispute and the particulars thereof at the same time as such notice is given to any other person or entity. Except as may be prohibited or restricted by law I (we) agree to limit any claim I (we) may have as a result of a decision by the Farm Market management, Sponsor or Village and which results in the denial, revocation, suspension or conditioning of a permit, including the denial of a product to sell, or wrongful suspension or termination, to a refund of any farm market permit fees incurred during my (our) absence from the market. I (we) further agree that in the event I (we) am/are unsuccessful in any litigation or other enforcement efforts against the Farm Market, Sponsor or Village, I (we) will pay all costs, expenses, fees, and disbursements incurred by the Farmers Market in the course of its defense of any such efforts, including litigation, and including any attorney's fees, statutory costs and disbursements incurred by such parties.

APPLICANT/VENDOR: _____ (entity or company name)

By: _____ (signature)
Name: _____ (printed))
Title: _____ (eg president, sole proprietor, member)
Date: _____

SPONSOR APPROVAL/PERMIT (indicate permitted space(s) and Conditions if any): _____

By: _____ (sponsor name)
Name: _____ (signer name printed)
Title: _____ (signature)
Date: _____

APPLICATION/PERMIT DENIAL:

By: _____
Name: _____
Title: _____
Date: _____