

Dear Frisco Farmers Market Participant,

On behalf of the Frisco Farmers Market, Frisco Square, and the Frisco Noon Lions Club, welcome to our 2009 Farmers Market! The Frisco Farmers Market is located at 6064 Frisco Square Blvd. in Frisco Square, Frisco, Texas across from the Frisco City Hall and Library. The 2009 season for the Frisco Farmers Market (FFM) will be every Saturday from May 2nd thru September 19th, 8:00 AM to 1:00 PM or sellout.

If you wish to participate as a vendor, please carefully read the following pages that include the FFM 2009 rules, the Farmers or Manufacturer's Agreement forms and Frisco Square Waiver. You must sign all necessary pages and return them to the **FFM Board at Frisco Farmers Market, c/o Frisco Noon Lions Club, 7548 Preston Road, #141-219, Frisco, Texas 75034**. If you are a new vendor, a \$10 application fee payable to the Frisco Farmers Market must accompany your application.

Applications are approved based on an eligible product to sell and space available on a first come first serve basis.

A standard vendor space is 10' x 10'. The cost for a 2009 vendor space is \$25.00 for each 10 x 10 foot space per market day. **Fees are due before the start of the market day and are payable by cash or check to the FFM representative on site.**

Every Frisco Farmers Market participant selling a food must have an appropriate permit from the health department. A health permit is required with your application. The health permit fee is determined by the Health and Safety department of Frisco. You may contact them at 972-292-5304.

At this time, you must provide your own tent (if needed) along with any tables, chairs, signs, refrigeration, and storage. Frisco Square provides access to potable water and restrooms, along with a hard surface for the Market. If you require refrigeration and freezers, there are a limited number of electrical outlets available on a first come first serve basis. **The charge for electrical use is \$5 per day.**

Return your completed forms to us by mail, fax, or e-mail to Scott Merner (Vendor Relations) or Brandy Griffin (Lions Club Liaison) a minimum of 15 work days prior to your first sale date. Keep in mind that there are others that are sending in applications and the sooner you submit your application the sooner it will be approved.

Thank you for participating in the Frisco Farmers Market. We sincerely hope your experience will be profitable and enjoyable for you. The citizens of Frisco are very excited to have you here!

Sincerely,

Scott Merner

Vendor Relations

214-407-6665

info@friscofarmersmarket.org

Brandy Griffin

Lions Club Liaison

FAX: 972-335-2489



Frisco Farmers Market Rules -2009

1. All persons who produce food and/or agricultural products or manufacture non-agricultural goods and have met the guidelines establish in the Frisco Farmers Market Rules and Addendum, and have obtained the necessary permits and licenses are eligible to sell at the market.
2. All persons wanting to sell at the Farmers Market agree to the terms of these Rules and the Addendum to these Rules and show their agreement to these Rules by signing the Application and the other documents that accompany these rules. The necessary forms are at the end of this FFM vendor packet. These signed forms must be returned to the Frisco Farmers Market Representative at least 15 workdays prior to the first sale date and must be on file before set-up or any participation.
3. Sellers wanting to reserve regular space for the Farmers Market season shall so indicate on the Application form. The seller forfeits his/her reserved space if he/she misses three markets without notifying the market Representative, although he/she may sell in an unreserved space at the higher fee.
4. Designation and allocation of selling spaces are the responsibility and at the discretion of the FFM Representative.
5. Sellers sell only items that the Frisco Farmers Market board has approved for sale. The board has the discretion to add or delete items from the list and has the duty to provide notice to sellers.
6. **All sellers must abide by the health code and restrictions of the City, and State of Texas. Providing "cut" or otherwise "open" samples for tasting, smell or texture is not permitted.**
7. Non-potentially hazardous, pre-package or whole produce or products are permitted for sale.
8. All items intended for human consumption must be kept off the ground above six (6) inches at all times and be in safe and sound condition. **The seller is solely responsible for damages resulting from the sale of unsafe, unapproved or unsound goods.**
9. Hours of operations on each market day are from 08:00AM until 1:00PM or sell out. Vendors must arrive early enough to set up and ready to greet their customers for the opening of the market at 8:00AM. Violations of this rule are grounds for dismissal from the Frisco Farmers Market
10. Once the market has begun, no moving vehicles are allowed within the Farmers Market area as a safety precaution. **Vehicles are not allowed on the concrete pad.**
11. Sellers supply all materials and containers for the customer sales. For sellers using refrigeration equipment and who possesses the proper Health Permit from the City of Frisco Health and Food Safety Division, electricity is available for \$5 per day.
12. Frisco Farmers Market Coupons must be honored by all vendors at the market.
13. Sellers determine the pricing and display of their products.
14. **Sellers must clean up their areas at the end of each market day.** Sellers should not use public trash receptacles for disposal of produce boxes or unsold produce. There is a \$50 fee per 10 X 10 Foot space when the Frisco Farmers Market Representative has to clean up the space at the close of the market. That fee is payable, in cash, before the participant can sell at the market again.
15. **A standard vendor space is 10 foot x 10 foot. 2009 vendor cost is \$25.00 per 10' x 10' space per market day. Rent must be paid before set up or a penalty of \$5.00 will be charged at the end of the market day. When space is paid for one (1) or more consecutive calendar months in advance, the last Saturday of that month is free! See the Frisco Farmers Market Representation for Special pricing arrangements.**
16. If vendor is using a tent, **it must be securely anchored** to prevent it from becoming loose due to wind and/or inclement weather.
17. No Firearms, alcoholic beverages or drugs will be allowed at the Farmers Market.
18. Violations of the rules and complaints that arise shall be resolved by the Frisco Farmers Market Representative and, if necessary, the Frisco Farmers Market Board.
19. Violation of any provision of the Frisco Farmers Market rules shall be a material breach and default by the vendor. The vendor will be asked to vacate the premises immediately. Failure to vacate may subject the seller to civil and/or criminal remedies.
20. The Farmers Market Board or its designee shall reserve the right to cancel any seller's participation at anytime if and when the seller shall be found to be in violation of any market rule or eligibility requirement.
21. The Farmers Market Board shall reserve the right to revise the Farmers Market Rules and operations at any time.
22. All Participants, without exception, must sign the Indemnity and Release document before they can sell at the market.

Addendum to Frisco Farmers Market Rules

- I. The following are goods that can be offered for sale at the market without any special permits from the City of Frisco. Seller agrees to offer only the items specifically listed on their application.

Vegetables

Alfalfa sprouts	Celery	Herbs	Peppers
Asparagus	Cole Crops	Horseradish	Potatoes
Beans	Bean Sprouts	Corn	Lettuces
Pumpkins	Beets	Eggplant	Mushrooms
Radishes	Cabbage	Garlic	Okra
Squashes	Carrots	Gourds	Onions / Leeks
Tomatoes	Peas	Pea shoots	Yams / Sweet potatoes

Fruits & Nuts

Apples / Cider	Grapes	Peanuts	Brambles (blackberries, ETC.)
Honey	Pears	Blueberries	Elderberries goose berries
Melons	Pecans	Figs	Peaches
Strawberries			

Horticultural Goods

Bedding plants	Cut & Dried Flowers	Firewood	Butterflies
Lady Bugs	Ornamental Flowers	Shrubs	Worms for composting

- II. Canned, preserved and baked items must be prepared in a certified commercial kitchen and labeled according to regulatory requirements of the State of Texas.
- III. All edible products require a Farmers Market Permit Application from the city of Frisco. For information regarding the approval process, the city of Frisco Web site or call the City of Frisco Health and Good Safety Division at (972)292-5304. For an application form, call the Market Representative at (214) 407-6665.
- IV. Other items such as crafts and personal care items may be allowed with FFM Representative approval for sale. For information, please call (214) 407-6665

INDEMNITY ADDENDUM – FRISCO FARMERS MARKET

FOR AND IN CONSIDERATION of receiving permission to enter upon the Property to conduct the activities (“Activities”) provided in the Contract and Agreement (“Agreement”) between (“Vendor”) and Behringer Harvard Frisco Square LP, Fairways Frisco LP and Fairways Equities LLC (collectively, “Frisco Square”), Vendor agrees to the following terms and conditions for the use of the Property for any one or more of the Activities by Vendor and/or Vendor’s subcontractors:

INDEMNITY AND RELEASE

1. **RELEASE.** VENDOR AND VENDOR’S SUBCONTRACTORS, FOR THEMSELVES, THEIR SUCCESSORS AND ASSIGNS HEREBY RELEASE AND FULLY DISCHARGE FRISCO SQUARE, ITS AFFILIATES, SUBSIDIARIES, AND ANY OF ITS OR THEIR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM ANY CLAIMS, CAUSES OF ACTIONS, SETTLEMENTS, LIABILITIES, DEMANDS, DAMAGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES, COURT COSTS, OR ANY COSTS RESULTING FROM ANY ENVIRONMENTAL RESPONSE OR REMEDIATION OR OTHER CLEANUP OR DISPOSAL) OF ANY KIND, WHICH VENDOR OR VENDOR’S SUBCONTRACTORS MAY HAVE OR INCUR FOR, FROM OR RELATING TO ANY ACCIDENT, DAMAGE (INCLUDING, WITHOUT LIMITATION, ACTUAL OR DIRECT DAMAGES, OR ANY LOST PROFITS, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND), OR INJURY (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, BODILY INJURY, SICKNESS OR DEATH) TO ANY PERSON OR PROPERTY (REAL, PERSONAL OR MIXED) OF VENDOR OR VENDOR’S SUBCONTRACTOR SUSTAINED OR INCURRED IN CONNECTION WITH VENDOR’S OR ANY OF VENDOR’S EMPLOYEE’S, AGENT’S, PRINCIPAL’S OR SUBCONTRACTOR’S PRESENCE OR ACTIONS OR OMISSIONS ON OR OFF THE FRISCO SQUARE PROPERTY, OR OTHERWISE RELATING TO ANY SERVICES PROVIDED BY VENDOR OR ANY OF VENDOR’S EMPLOYEES, AGENTS, PRINCIPAL OR SUBCONTRACTOR, REGARDLESS OF WHETHER SUCH ACCIDENT, DAMAGE OR INJURY IS CAUSED BY OR ATTRIBUTABLE TO (IN WHOLE OR IN PART) BY THE NEGLIGENT (SOLE, JOINT, CONCURRENT, SIMPLE OR GROSS NEGLIGENT) ACTS OR OMISSIONS, STRICT LIABILITY, PRODUCTS LIABILITY, ANY CONDITION OR DEFECT IN OR ON ANY PROPERTY, OR ANY OTHER FAULT OR RESPONSIBILITY OF FRISCO SQUARE.
2. **INDEMNITY.** Without being limited by any insurance coverage, VENDOR AND VENDOR’S SUBCONTRACTORS HEREBY AGREE TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS FRISCO SQUARE FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY, BODILY INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE, WHETHER REAL, PERSONAL OR MIXED), CAUSES OF ACTIONS, LIABILITIES, DEMANDS, DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY ACTUAL OR DIRECT DAMAGES, OR ANY LOST PROFITS, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES), SETTLEMENTS, PENALTIES, FINES, LOSSES AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS’ FEES, COURT COSTS, OR ANY COSTS RESULTING FROM ANY ENVIRONMENTAL RESPONSE OR REMEDIATION OR OTHER CLEANUP OR DISPOSAL), ACTUAL OR THREATENED, ARISING UNDER ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, COMMON LAW, STATUTORY, REGULATION, TORT, CONTRACT, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER) (COLLECTIVELY, “LOSSES”), INCURRED BY, ARISING IN FAVOR OF, OR ASSERTED OR BROUGHT BY FRISCO SQUARE, VENDOR, OR ANY AGENT, REPRESENTATIVE, EMPLOYEE OR SUBCONTRACTOR OF VENDOR, OR ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ARISING FROM ANY ACCIDENT, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY (REAL, PERSONAL OR MIXED)), RESULTING OR ARISING FROM OR RELATING TO, ANY BREACH OF THIS AGREEMENT BY VENDOR OR VENDOR’S SUBCONTRACTOR, OR THE PRESENCE OF ANY ACTIVITIES (INCLUDING, BUT NOT LIMITED TO, THE IDENTIFIED ACTIVITIES) OF VENDOR OR VENDOR’S SUBCONTRACTORS ON OR OFF THE FRISCO SQUARE PROPERTY, OR ANY SERVICES PROVIDED BY VENDOR OR VENDOR’S SUBCONTRACTORS (OR ANY OF THEIR AFFILIATES, SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES), REGARDLESS OF ANY OF SUCH LOSSES ARE ATTRIBUTABLE TO (IN WHOLE OR IN PART) THE ACTIONS, OMISSIONS, NEGLIGENCE (SOLE, JOINT, CONCURRENT, SIMPLE OR GROSS), STRICT LIABILITY, PRODUCTS LIABILITY, ANY CONDITION OR DEFECT IN OR ON ANY PROPERTY, OR OTHER FAULT OR RESPONSIBILITY OF ANY MEMBER OF FRISCO SQUARE, VENDOR, VENDOR’S SUBCONTRACTORS OR ANY THIRD PERSON OR PARTY.
3. VENDOR SHALL OBTAIN A WRITTEN ACKNOWLEDGEMENT AND RELEASE IN THE FORM SET FORTH ON EXHIBIT “A” ATTACHED HERETO FROM ALL OF ITS INDEPENDENT CONTRACTORS PERFORMING THE ACTIVITIES PRIOR TO SAID PARTY ENTERING THE FRISCO SQUARE PROPERTY AND COMMENCING THE ACTIVITIES. FURTHERMORE, ALL SUCH EXECUTED ACKNOWLEDGEMENTS SHALL BE FAXED TO FRISCO SQUARE AT THE ADDRESS SET FORTH IN THE AGREEMENT.
4. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THE AGREEMENT AND THE TERMS OF THE ADDENDUM, THE TERMS OF THE ADDENDUM SHALL GOVERN AND CONTROL.

SIGNED AND ACCEPTED BY:

Vendor’s Signature: _____

Printed Name: _____

Date: _____

EXHIBIT "A" - ACKNOWLEDGEMENT AND RELEASE

_____ ("Participant") has reviewed a copy of the Insurance and Indemnity Addendum with complete release of liability and indemnification by and between: _____ ("Vendor") and Frisco Square Development, Ltd dated , _____ 200____ (the "Addendum") and, as a Participant, hereby agrees to abide by all of the terms and conditions set forth therein as such term or condition applies to Participant, INCLUDING INDEMNIFICATION PROVISIONS. Unless otherwise defined herein, all capitalized terms herein shall have the meaning set forth in the Addendum.

Participant acknowledges that he/she/it is an independent contractor of Vendor and not an agent, representative, contractor or subcontractor of Frisco Square (as defined in the Addendum), does not have any responsibility or obligation (monetarily or otherwise) to him/her/it in connection with his/her/its performance of Activities on the Frisco Square Property.

This Acknowledgment and Release shall survive the Term of the Addendum and Agreement between Vendor and Frisco Square.

SIGNED AND ACCEPTED BY:

Vendor's Signature: _____

Printed Name: _____

Date: _____

Frisco Farmers Market at Frisco Square - 2009

Farmer or Manufacturer's Agreement

Applicants Name: _____

Business And Or Farm Name: _____

Applicants Address: _____

Business or Farm Address if different: _____

Re-Sell Tax Number: _____

Your Phone Number(s): Home: _____ Cell: _____ Business: _____

Your email address: _____

Your web page URL: _____

Please provide detailed driving directions to your business or farm below: _____

Seller agrees to allow a member of the FFM board, or their representative to inspect farm, or place of manufacture at any time to assure that at least 60% of produce is home grown or products are home made and that Seller is a grower or manufacturer.

1. List all the types of produce you grow, or products you manufacture, for sale; attach additional pages if needed

2. No. of acres in production: Dry land: _____ Irrigated land: _____

3. When space is reserved for 1 or more consecutive calendar months in advance, there will be no charge for the last market day of the month.

4. Would you like to reserve space for each day the market is open? _____ (YES) _____ (NO)

5. Total market days you would like to reserve: _____. Dates Reserved: _____/_____, 2009 - _____/_____, 2009

6. Will electricity be needed? _____ (YES, ADD \$5 PER MARKET DAY RESERVED) _____ (NO)

7. Payment Method: _____ (CHECK) _____ (CASH) TOTAL AMOUNT DUE: \$ _____

8. ALL of the above information is true. Seller agrees that any misrepresentation of any facts here-in is grounds for immediate dismissal from the FFM, without protest.

9. It is Sellers responsibility to notify a representative of any change in status of farm operation or manufacturing facility.

11. I have read, understood, accept and been given a copy of the Rules and all Addendums, along with the Health and Food Safety Ordinances of the Frisco Farmers Market and the City of Frisco.

Signature: _____ Printed Name: _____

Note: The attached FARMER'S AGREEMENT MUST be included with this application or this application will be disregarded.

MAIL TO: FFM Board at Frisco Farmers Market OR FAX TO: 972-335-2489
c/o Frisco Noon Lions Club
7548 Preston Rd #141-219
Frisco, Texas 75034

