Peñasco Valley Farmers Market Vendor Agreement –

Farmers Market Liability Disclaimer

This Vendor Agreement ("Agreement") is entered into between the Peñasco Valley Farmers Market (PVFM), hereinafter referred to as the "Market," and the vendor identified below, hereinafter referred to as the "Vendor."

Vendor Information:

Name of Vendor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. Product Responsibility:
   1. The Vendor acknowledges and agrees that they are solely responsible for ensuring that all products they offer for sale at the Market, including produce, value-added goods, prepared food, and crafts, comply with all applicable laws, regulations, permits, licensing, health codes, and procedures. These **may include, but are not limited too** for the following products:
      1. *Produce:* There are no permits required to sell unprocessed fruits and vegetables
      2. *Dairy:* NMDA Milk Inspection Division, 575- 841-9425.
      3. *Eggs:* No permit required for selling ungraded eggs, but egg sellers do need to register for free with NMDA Standards & Consumer Services at www.nmda.nmsu.edu/scs/license registration/egg-licensing.
      4. *Processed Foods:* All food processors must obtain a permit from the New Mexico Environment Department (NMED) (Taos County NMED Office Phone #: 575-758-8808). High-risk items (e.g. salsas, canned vegetables, etc) need to be produced in a certified kitchen. Low-risk items (e.g. baked goods, high-sugar jams, etc.) can be processed in a home kitchen with a license, food safety course and inspection. Additionally, vendors who are preparing food at the Farmers Market must obtain inspections from the State of New Mexico Environment Department and the local fire department prior to vending at the market.
      5. *Meat/Poultry:* New Mexico Livestock Board, 505-841-6161.
      6. *Nursery Stock:* NMDA Bureau of Entomology & Nursery Industries, 575 646-3207. Farmers’ markets can obtain an umbrella nursery license for all nursery vendors at the market. Keep in mind that if a nursery vendor sells at more than one market, they must obtain their own license.
      7. *Honey:* Pure raw honey (without additives) does not require any permits, but does require a label. Questions can be directed to Ken Hays with the New Mexico Bee Keepers’ Association, 505-841-6161. Honey with additives is considered a processed food item and falls under the jurisdiction of the NMED.
   2. The Vendor affirms that all products are prepared, processed, and handled in accordance with the highest industry standards and practices, ensuring the safety and quality of the products offered.
2. Product Liability and Indemnification:
   1. The Vendor acknowledges that the Market assumes no liability for any injury, illness, loss, or damage arising from the consumption or use of Vendor's products by Market patrons or any third party.
   2. The Vendor agrees to indemnify, defend, and hold harmless the Market, its organizers, employees, volunteers, and agents from any claims, demands, damages, liabilities, expenses, or costs (including attorney fees) arising from or related to any alleged or actual harm caused by the Vendor's products, including but not limited to product defects, contamination, mislabeling, or any other product-related issues.
3. Compliance with Laws and Regulations:
   1. The Vendor shall obtain and maintain all necessary permits, licenses, certifications, and approvals required by local, state, and federal authorities for the production, preparation, and sale of their products.
   2. The Vendor shall comply with all applicable laws, regulations, and guidelines, including but not limited to food safety, labeling requirements, weights and measures, and any other relevant standards.
   3. The Vendor shall promptly provide the Market with copies of all necessary permits, licenses, and certifications upon request.
   4. The Vendor understands that selling products not listed in Section 16 of the Rules & Regulations are taxable and requires them to collect Gross Receipts Tax from customers.
4. Gross Receipts Tax (GRT):
   1. It is important to note that not all food sales in New Mexico are exempt from GRT. There are specific food items that are exempt, such as bread, cereal, fresh produce, meat, fish, poultry, dairy, eggs, and seeds & plant starts that will be used to produce food. Products that are not included in this list, including prepared foods intended for immediate consumption, are subject to taxation.
   2. If vendors are selling taxable products at the market, they are required to obtain a CRS number from New Mexico Taxation & Revenue. This number should be provided on their application, and vendors must collect GRT from their customers at the market.
5. Vendor Fees and Space Allocation:
   1. Daily vendor fees are $10 for a 12' x 12' space in the Market.
   2. Vendor fees are to be paid to the Market Manager upon arrival at the Market.
   3. Vendors are permitted one vehicle per space.
   4. The Market will run every Sunday from July 2nd to October 1st, between 9AM and 1PM.
   5. Setup time is from 8AM to 8:45AM, and teardown time is from 1PM to 2PM.
   6. Vendors are responsible for ensuring they complete setup and teardown within these windows.
   7. 75% of vendor spaces are reserved for food products, and the remaining 25% is available for vendors with arts and crafts. The farmers market committee reserves the right to make exceptions to this rule for any reason deemed appropriate.
   8. Vendors may have a variety of products, including both food products and arts and crafts. However, to be considered a food vendor, 55% or more of the vendor's products must be food products.
   9. Resale of items is prohibited. All items for sale must be reasonably originally produced by the vendor, including arts and crafts items and food items.
   10. Vendors must be local, and items for sale must be produced using as many local ingredients as possible. Assessment of compliance with these specifications is at the discretion of the Market committee.
6. Cleanup Responsibility and Fine:
   1. Vendors are responsible for cleaning and leaving their designated space in the market in the same condition as they found it.
   2. Failure to clean up the space appropriately may result in a fine of $20, which will be assessed to the vendor.
   3. The fine for inadequate cleanup will be collected by the Market Manager on the spot.
   4. It is the vendor's responsibility to remove all trash, unsold produce, and other items from their space and dispose of them properly outside of the market premises.
7. Quality Control: Any complaints regarding vendors will be considered indicative of potential quality issues and may lead to the vendor's suspension from selling at the Market. The Market Manager will intervene in cases where the quality concern poses a risk to public health.
8. Compliance with Market Rules and Guidelines:
   1. The Vendor shall adhere to all Market rules, guidelines, and policies established by the Market management, including setup and teardown times, booth display requirements, product labeling, and any other rules or regulations communicated by the Market.
   2. The Market reserves the right to inspect the Vendor's products and booth setup to ensure compliance with Market standards and regulations.
   3. The Market Manager may expel any vendor from the market for violation of or failure to comply with this Vendor Agreement, creating a nuisance, or interfering with conducting business, etc. No fees will be refunded.
   4. Any expelled vendor may not sell at the Market until the situation has been reviewed and a final decision reached by the Market committee, allowing the vendor to sell at the market again.
   5. The Market's failure to enforce any of its regulations does not constitute a waiver of its right to initiate subsequent enforcement.
9. Vendor Responsibilities:
   1. Provide high-quality, locally produced products for sale to customers.
   2. In addition to this Vendor Agreement, vendors agree to abide by all relevant federal, state, and local regulations.
   3. Be involved in the improvement of the market by bringing ideas to the attention of the Market or its employees.
   4. Participate in the meetings of the market, file complaints with the Market or its employees, and attempt to seek resolution within the organization.
10. Market Employees Responsibilities:
    1. Registering and tracking attendance of vendors.
    2. Assigning market spaces.
    3. Collecting weekly fees for market spaces.
    4. Handling operations before, during, and after the market.
    5. Enforcing the agreed-upon clauses of this market Vendor Agreement.
    6. Responding to inquiries and complaints from customers and vendors.
    7. Ensuring market compliance with applicable local, state, and federal regulations.
    8. Administering some of the financial and business affairs of the market.
11. Amendment of Vendor Agreement: The Market committee reserves the right to amend this Vendor Agreement at any time as deemed necessary. Any amendments made by the Market committee shall be communicated to the vendors in writing or through other appropriate means. Vendors are responsible for reviewing and complying with the updated Vendor Agreement.
12. Termination: Either party may terminate this Agreement upon written notice to the other party. In the event of termination, the Vendor shall promptly vacate the Market premises and cease all sales activities.
13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

By signing below, the Vendor acknowledges that they have read and understood the terms and conditions of this Agreement and agree to be bound by its provisions.

Vendor's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Market Representative's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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