



Lancaster Market 2019 Vendor Application

Name: _____

Address: _____
Street City State Zip Code

Farm/Business Name: _____ County: _____

Primary Phone: _____ Social Media: _____

Website (if applicable): _____ Email: _____

Will your booth have a tent? Y or N If yes, size of tent _____ ***tents must be fire retardant***

Will your booth require electricity? Y or N

Send completed application and agreements to dpowell@lancaster-tx.com

Vendor Type

- Farmers & Growers
- Homemade Goods (Cottage Foods Producers)
- For-profit businesses (i.e. small businesses, artisans, jewelry makers, etc.)
- Food vendors and/or food trucks (on-site preparation)
- Non-profit and/or community organizations
- If other, please describe _____

Vendor Fees

- Farmers & Growers \$25.00 per event
- Non-farmers, Cottage Food Producers \$25.00 per event
- For-profit businesses \$25.00 per event
- Non-profit and/or community organizations No charge with proper documentation
- Food vendors, food trucks and/or food trailers (on-site preparation) \$25.00 per event
 - Temporary Food Establishment Permit \$150.00 annual fee or \$75.00 per event

*Food vendors mentioned above must pay both the Vendor Application fee **AND** the Temporary Food Establishment Permit fee. Must also comply with the Dallas County Environmental Health Division requirements for licensing, permits and inspections. Contact: 214-819-2115 for additional questions.*

Describe products to be sold **ON BACK** in as much detail as possible. Images of products **MUST BE SUBMITTED WITH APPLICATION**. Applications without images will be considered incomplete and will not be processed.

Vendor/User Signature _____ Date _____

FOR STAFF USE ONLY – DO NOT WRITE.

APPROVED BY: _____ DATE APPROVED: _____

FEE: _____ PERMIT #: _____ BOOTH #: _____





Lancaster Market (City of Lancaster) Market Agreement

I have read the Lancaster Market Rules & Regulations and if accepted into this market, I hereby agree to abide by the Rules & Regulations adopted by the City of Lancaster/Lancaster Market. Further, I agree to sell only those items listed in the Vendor Application form unless an additional request is granted in writing by the City of Lancaster/Lancaster Market at a later date. I acknowledge full responsibility for all my actions and activities in the Market (and for those assisting me) throughout the term of this market starting April 13 with additional dates to be determined at a later date. I acknowledge the authority of the City of Lancaster to address any disputes regarding product legitimacy, procedural and vendor conduct violations, and impose any penalties, including possible suspension or removal from the market. I agree to allow the City of Lancaster representatives to inspect at any time the premises where the products offered for sale are produced. Failure to allow an inspection will constitute a violation of the Market Rules & Regulations.

I certify that the information contained in this application is true and accurate.

User Name: _____ Title: _____

Farm/Business Name: _____

Signature: _____ Date: _____



Lancaster Market (City of Lancaster) Indemnity Agreement

WHEREAS, _____, a vendor, charitable organization or other type of entity (User) desires to participate in the City of Lancaster's Lancaster Market; and WHEREAS, such organization meets the criteria for participation in the Lancaster Market and agrees to obey the rules of the market and understands the nature of operating within the Lancaster Market and their responsibilities as a market vendor and/or a participant in the market, including assuming responsibility for safe operation and conduct of their business within the market.

THE USER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF LANCASTER/THE LANCASTER MARKET, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS FOR DAMAGES, INJURIES TO PERSON (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE) AND EXPENSES INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COSTS OCCASIONED BY OR ARISING OUT OF USER'S PRESENCE WITHIN THE CITY PARK AREA PERMITTED BY THE CITY OF LANCASTER/THE LANCASTER MARKET CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO PARTICIPATION AND ARISING OUT OF OR RESULTING FROM THE INTENTIONAL ACTS OR NEGLIGENCE OF USER, ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES.

User further agrees that it shall, at all times, exercise reasonable precautions on behalf of, and be solely responsible for the safety of its officers, agents, employees, participants, visitors, and other persons, as well as their property, while in or on the park and within the Lancaster Market area and park premises or involved in activities in connection with or incidental to participation within use of the park. It is expressly understood and agreed that the City of Lancaster and/or Lancaster Market shall not be liable or responsible for the negligence of User, its agents, servants, employees, customers, visitors, participants, or third parties.

User further agrees that this indemnity provision shall be considered as an additional remedy for the City of Lancaster and the Lancaster Market and not as an exclusive remedy.

User Name: _____ Title: _____

Farm/Business Name: _____

Signature: _____ Date: _____





Lancaster Market

Rules & Regulations

Market Mission: The intent of the Lancaster Market is to provide access to healthy and fresh foods for the community. Along with providing healthier food options, the Lancaster Market is aimed to create a sense of place that is unique and special to the Lancaster community.

General Vendor Guidelines

Market Location

The Lancaster Market is an outdoor market located at a site to be determined. All vendor spaces will be outdoors.

Hours of Operation

The Lancaster Market will operate from 9 a.m. to 2 p.m. on rotating Saturdays and contingent upon weather.

Vendor Setup, Preparation & Responsibilities

The Lancaster Market will assign spaces to all vendors on a **"FIRST COME, FIRST SERVED BASIS"**.

Vendors must submit all required documentation (vendor application with pictures and temporary food establishment permit, if applicable) as well as the required fees on the **Wednesday BEFORE market day by 5 p.m.** Applications submitted after will be considered for the next scheduled market day. ***Food vendors must also submit a menu.***

Vendors must sign and comply with the Indemnity Agreement and Market Agreement before they are permitted to vend.

Farmers and growers may sell items that are not 100% Texas produced and/or grown as long as they clearly label all produce and products and where they were grown or produced. Be sure to note this on the vendor application when applicable.

Vendors may not arrive earlier than 7:30 a.m. to begin setup and be ready for the opening of the market at 9 a.m. Vendors must check-in upon arrival to confirm vendor space assignment.

There will be no vehicular traffic inside the market area during market hours. However, vendors may park and/or drop-off items needed for their booth inside the market area prior to opening.

THE MARKET AREA MUST BE CLEAR OF VEHICULAR TRAFFIC NO LATER THAN 8:45 A.M.

Discretion of Items

The City of Lancaster/the Lancaster Market will have final approval of all vendor participants and final authority to interpret and enforce rules and regulations. The City of Lancaster/the Lancaster Market reserves the right to deny a vendor at their discretion.

The City of Lancaster and/or the Lancaster Market may, at its sole discretion, revise the Guidelines and/or Rules & Regulations and may alter operations of the market at any time.

The City of Lancaster/the Lancaster Market has sole discretion to add or delete items. Items listed as Prohibited Items will not be permitted for sale at any time. Vendors attempting to sell any of the listed prohibited items (or similar items) will be banned from vending at the Lancaster Market.

The goal of the Lancaster Market is to provide the community with unique and quality vendors. Therefore, vendors may not sell items associated with independent sales consultants with direct selling businesses/organizations i.e. Mary Kay, Avon, Herbal Life, AdvoCare, etc. Those products that are purchased elsewhere (i.e. Walmart or similar retail store, flea markets, Amazon or any online retailer or site, etc.) to resale or wholesale items are not permitted to sell at the market.

Prohibited Items

Items listed are not allowed for or distribution include but not limited to the following: weapons or weapon-like novelties, tobacco or alcohol related items, sexually explicit or adult-themed material, bootlegged records, tapes, DVDs or CDs, any materials that advocates sexism, racism, violence, profanity or that are discriminatory, intolerant or violent in content. This is determined at the discretion of City of Lancaster/Lancaster Market staff.

Vendor/Market Conduct

Vendors must comply with the rules stated here, as well as, those stated within the Indemnity and Market agreements. Vendors may not smoke and/or consume alcohol within the market area and must refrain from the use of any tobacco or cigarette products. Vendors are also required to wear shoes and shirts at all times. Booths should always present a clean and professional appearance.

The City of Lancaster/the Lancaster Market will not tolerate offensive language and/or harassment of any kind. Vendors may not consume alcohol or drugs and/or operate under the influence while vending at the market. Violation of these items is grounds for permanent eviction from the market.

No refunds shall be given to those vendors that do not abide by the rules stated here within the Indemnity and Market Agreements.

Vendor Rules

1. There will be no reserved spaces offered at this time. Any vendor not occupying their space 30 minutes prior to opening risk having their space given to another vendor and/or being assigned to another space. The decision made by the Lancaster Market regarding reassignment is final.
2. Vendors are required to comply with the Indemnity Agreement and Market Agreement, as well as, the Vendor (General and Food) rules stated below. They must also sign the Indemnity Agreement and Market Agreement before they are permitted to vend.
3. Vendors shall only sell items that have been approved by the City of Lancaster/the Lancaster Market.
4. Vendor spaces will be 10" x 10". Vendors may have tables, chairs, signage, etc. as long

as it can fit within the 10" x 10" space provided. Vendors may not purchase more than two (2) spaces for vending to ensure there are enough spaces for everyone.

5. Vendors must provide their own table(s), chairs, signage, tents/tent weights (if desired) and refrigeration (if necessary). If a vendor would like to have a tent over their booth, they must provide the proper weight for each corner (25 lbs. per stake is recommended) and tent must be fire retardant. The City of Lancaster/the Lancaster Market will not be responsible for providing tent weights or other booth necessities.
6. Vendors may not roam within the market area selling their items and must remain in their booth.
7. Vendors requiring electricity will be provided on a **"FIRST COME, FIRST SERVED BASIS"**. Vendors will be responsible for providing their own extension cords, mats and/or tape to cover all portions of the cords that may lie in the walk area used by market customers. Vendors may also provide their own electricity if desired.
8. Vendors may not arrive earlier than 7:30 a.m. to begin set up. Vendors may have their vehicles in the market area to load/unload items but all vehicles **MUST BE CLEAR from the market area(s) no later than 8:45 a.m.**
9. Vendors consistently arriving late or are "No call, no show" will not be tolerated. Vendors will be given two (2) chances to cancel or arrive late during the market season. Upon the third chance the City of Lancaster/the Lancaster Market will discuss the vendor attendance and decide if the vendor will be allowed to continue participating in the Lancaster Market. No fees will be refunded due to this.
10. Vendors may cancel **AT LEAST 24 hours prior** to market day. Vendors wishing to cancel must send an email to dpowell@lancaster-tx.com, call 972-218-1315 or send a text to 682-738-6067. If a vendor has to cancel on market day, they **MUST** email the Lancaster Market at the above email address no later than 8 a.m. of the market day. **NO VERBAL CANCELLATIONS WILL BE ACCEPTED.**

General Vendor Rules

1. "General vendors" consist of those vendors that are artisans, small businesses and/or Cottage Food Producers. General vendors selling pre-packaged and/or non-potentially hazardous materials are considered "Cottage Food Producers". There WILL NOT be an inspection for these vendors. Refer to Texas Cottage Food Laws for more information <http://texascottagefoodlaw.com/>.
2. Vendors must clearly label all of approved products for sale. Product descriptions are not required but if provided must be accurate and truthful. All pre-packaged foods and items must be properly labeled. Unlabeled pre-packaged foods or items will not be permitted to sell. Refer to Texas Cottage Food Laws for more information <http://texascottagefoodlaw.com/>.
3. Vendors may not provide samples at this time.
4. Vendors must display a sign that clearly and visibly identifies the farm and/or business name and the location (county or city) of farm or business. Signs should be a minimum of 4" x 6" with legible writing (font) and may be freestanding or attached to table for viewing. Signs must be placed and visible every market day. Signs may also display

vendor website, social media and/or phone number.

5. Vendors and their employees are responsible for complying with federal, state and local health regulations and licensing requirements governing the production, display, distribution and sale of their products.
6. Vendors are solely responsible for any damages resulting from the sale of unsafe, unapproved or unsound goods.
7. Vendors are responsible for obtaining a Sales Tax number, if required by the State of Texas, and paying any sales tax that may be assessed on their products. The vendor shall be responsible for filing any and all returns required by the State of Texas with respect to sales tax collection. The City of Lancaster/the Lancaster Market is not responsible for tax collections, audits or business related activities.
8. Vendors are responsible for booth security if they must leave for any reason.
9. Vendors must clean up their space at the end of every market day. No debris or trash can be left within the market area.
10. Restrooms are available on-site.

Food Vendor Rules

1. "Food vendors" are those vendors that prepare food on-site, i.e. food vendors, food trucks and/or food trailers.
2. Food vendors preparing on-site and/or using potentially hazardous materials must be inspected and have all necessary licenses and/or permits before vending. Food vendors must also submit a menu with their vendor application.
3. Vendors **MUST** have a tent, which is **FULLY ENCLOSED** on all three sides. For more information, contact Dallas County Environmental Health Division at 214-819-2115.
4. Dallas County Health and Human Services will conduct health inspections for food vendors, food trucks and food trailers preparing on-site. These vendors will be required to pay the vendor application fee of \$25.00, as well as, the Temporary Food Establishment Permit fee of \$75.00 once approved to vend.
5. Required provisions for temporary food establishments are listed within the General Guidelines for Temporary Food Establishments, which can be found online at www.lancaster-tx.com. For clarification of any items listed contact Dallas County Environmental Health Division at 214-819-2115.
6. Vendors are responsible for obtaining the appropriate licenses and/or permits for their operation prior to vending at the Lancaster Market and issuance of a Temporary Food Establishment Permit. The City of Lancaster/the Lancaster Market will verify that each vendor possesses the proper licenses and permits and that they are up-to-date before issuing a Temporary Food Establishment Permit.
7. Vendors that do not have the necessary licenses and/or permits will not be permitted to vend and may not apply to vend at the market until the necessary documents are obtained. No refunds will be given if a vendor is denied for not having the necessary licenses

and/or permits and if they are not up-to-date.

8. Vendors may not provide samples or perform food demonstrations at this time.
9. All items intended for human consumption must be kept 6 inches above ground at all times and be in safe condition.
10. Vendors must supply all materials, packaging, containers, condiments and/or any other items for customer sales.
11. Potable water is not be available on-site.

For those vendors wanting to use a tent they must be fire retardant and be inspected by the Lancaster Fire Department. You may contact the Lancaster Fire Department for more information at 972-218-2600. Note: food vendors MUST have a tent with three (3) sides fully enclosed.

For questions, concerns or issues regarding the Lancaster Market contact Desiree Powell at 972-218-1315 or 682-738-6067 or via email at dpowell@lancaster-tx.com.