



**South Main Street – Downtown Rock Springs, WY
APPLICATION FOR PERMIT TO SELL**

*July 8 – September 9, 2021
4pm-7pm Every Thursday*

Application Fee due with application: *(One time fees, for the whole season)*
\$50.00 for Private Vendor Crafts \$75.00 Private Food Vendor
\$150.00 Commercial

Please PRINT and completely fill out completely

Farm/Business Name: _____

Contact Name: _____

Mailing Address: _____

City, State and ZIP: _____

Daytime Phone: _____ Cell Phone: _____

Email Address: _____

List items to be sold at the Market and approximate dates of availability: _____

Size of booth space required: _____ **(spaces will be assigned this year, based on your size requirements)**

Circle Appropriate Designation:

- Farmer/Grower
- Prepared Food Vendor (Fresh food products that vendors themselves have processed into products offered at the market)
- Crafts
 - Type _____
- Other (Please explain) _____

VENDORS WILL BE GRANTED A PERMIT TO SELL ONLY WHAT IS LISTED. This application will not be processed without a detailed list of what you will bring to the Market(s). Additions to list during the season must be approved by the market coordinator.

PLEASE CIRCLE THE DATES YOU WILL SELL:

Thursdays from 4:00 PM - 7:00 PM

- JULY 8 15 22 29
- AUGUST 5 12 19 26
- September 2 9

Stall sites may be reserved only with advance payment of all stall fees. Should you choose not to participate in the entire season, payment is non-refundable.

Vendor has read and understands the 2021 City of Rock Springs Market Guidelines and Procedures and is bound by the terms and conditions outlined in them. Vendor will sell only what is listed on this application. Vendors are responsible for the quality and safety of what they sell. Vendor shall indemnify, defend, and hold harmless the Rock Springs Farmers Market and all agencies the Market Rock Springs Farmer’s Market – 2021 Application to Sell

has agreements with, including the City of Rock Springs from and against any and all claims and demands, whether for injuries to persons, or loss of life, or damage to property, on or off the premises, arising out of the use or occupancy of the premises by vendor and shall defend, at vendor's own expense, any action brought against the Market and any of the above mentioned organizations or any other person or organization with which the Rock Springs Farmers Market has a contractual relationship by vendor's acts or omissions.

LICENSES, PERMITS AND SPECIAL REQUIREMENTS: I have read and agree to comply with the Wyoming State Department of Agriculture, Public Health – Rock Springs & Sweetwater County and Rock Springs Farmers Market license and permit requirements.

INDEMNIFICATION & HOLD HARMLESS AGREEMENT

THE MARKET VENDOR PARTICIPANT NAMED BELOW SHALL INDEMNIFY and hold the City of Rock Springs and its elected officials, agents, employees, and/or volunteers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, (including but not limited to attorneys' fees and court costs) brought against Rock Springs arising out of, or in connection with, or incident to, the MARKET VENDOR PARTICIPANT'S, or the MARKET VENDOR PARTICIPANT'S agents, employees, officers, or volunteers) participation at the ROCK SPRINGS FARMERS MARKET, and/or the MARKET VENDOR PARTICIPANT'S performance or failure to perform in a manner consistent with Rock Springs facility rules and regulations, following Rock Springs staff instructions, or any actions while at the Rock Springs FARMERS MARKET; provided, however, that if such claims are caused by or result from the concurrent negligence of Rock Springs, its elected officials, agents, employees, and/or volunteers, this indemnity provisions shall be valid and enforceable only to the extent of the negligence of the MARKET VENDOR PARTICIPANT; and provided further, that nothing herein shall require the MARKET VENDOR PARTICIPANT to hold harmless or defend Rock Springs, its elected officials, agents, employees, and/or volunteers for damages or loss caused by Rock Springs sole negligence. No MARKET VENDOR PARTICIPANT is an employee, agent or volunteer of Rock Springs based on their Rock Springs FARMERS MARKET participation. As independent contractors/vendors, MARKET VENDOR PARTICIPANTS are not entitled to compensation, workers' compensation, insurance or benefits from Rock Springs.

PHOTO/VIDEO RELEASE: I the undersigned MARKET VENDOR PARTICIPANT and/or any representative of my ROCK SPRINGS FARMERS MARKET participation, give permission to have photos/video tapes taken without compensation, during City of Rock Springs activities and used for publicity purposes in any manner by Rock Springs.

RSFM APPLICATION & REGULATIONS: I have read the RSFM Application, Guidelines and Procedures and the Hold Harmless Agreement. My signature below indicates that I agree to abide by the guidelines and procedures of the Rock Springs Farmers Market, including those regarding set up & take down, sales & safety procedures and booth request/assignment procedures.

CANCELLATION POLICY & NO-SHOWS PENALTIES: I have read and agree to comply with the Rock Springs Farmers Market Cancellation Procedures and No-Show Penalties.

SIGNATURE: _____ **DATE:** _____

SIGNATURE: _____ **DATE:** _____

Printed name of person(s) signing above (Must be 18 years of age or older)

MAKE CHECKS PAYABLE TO: ROCK SPRINGS FARMERS MARKET

ALL INQUIRIES & CORRESPONDENCE TO:

Rock Springs Main Street/Urban Renewal Agency
603 South Main Rock Springs, WY 82901
(307) 352-1434
terminations@rswy.wy or chad_banks@rswy.net

**THIS APPLICATION MUST BE FILLED OUT COMPLETELY
OR YOU WILL NOT BE GRANTED A PERMIT TO SELL**