



# FARMERS MARKET

## 2024 APPLICATION

CONTACT NAME \_\_\_\_\_

FARM/BUSINESS NAME: \_\_\_\_\_ # ACRES IN PRODUCTION: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

PLEASE LIST ALL PRODUCTS INTENDED TO SELL:

**Indemnification & Hold Harmless:** By participating in the market, vendor hereby agrees to be individually and severally liable for and to indemnify and hold Opp Farmers Market, City of Opp, and the Market Manager, (collectively, the "Indemnitees") harmless from and against any loss, personal injury, deaths, and/or any other damages, costs and expenses (including attorneys' fees), liabilities, claims, or actions that may occur, be incurred by or be asserted against Indemnitees as a result of the acts or omissions of vendors or that of its servants, agents, employees, customers or invitees.

**Applicant Statement:** I agree to abide by the terms of the Opp Farmers Market outlined in the 2024 Market Rules and Guidelines to obtain all applicable permits and licenses; to assist in the inspection of my garden by agents of The Market and the Alabama Cooperative Extension System (where applicable); to sell only agricultural products from my farm (where applicable); or to sell only products produced by myself and/or my employees. Failure to abide by Market Rules will result in removal from the 2024 Market. I further agree not to hold any of the Indemnities responsible for any damages arising out of the sales of my products.

This application shall in no way modify the provisions of the "Vendor Indemnification / Hold Harmless Agreement" agreed to and signed by the undersigned.

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

Return form and grower's permit via mail or email to the address below to apply for the 2024 Opp Farmers Market.

Please note, submission of application does not guarantee presence at the Opp Farmers Market. Vendors will be selected and notified.

**Tommie Norris, Market Manager**  
**market@opffarmersmarket.com**  
**224 Covington Avenue | Opp, AL 36467**  
**334-208-0195**



EXHIBIT "A"

**VENDOR INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

As an inducement to Opp Farmers Market ("The Market") agreeing to allow;

\_\_\_\_\_ ("Vendor") to use a portion of the common area of that certain facility commonly known as the Opp Farmers Market, located in Opp, Alabama (the "Farmers Market"), Vendor hereby agrees as follows:

To the maximum extent permitted by law, Vendor, its officers, shareholders, employees, agents, contractors, and invitees (hereinafter collectively referred to as "Indemnitors") hereby agree to indemnify and save harmless Opp Farmers Market, City of Opp and the Market Manager, (collectively, the "Indemnitees") and their affiliates and their respective officers, members, directors, employees, contractors and agents (hereinafter collectively referred to as the "Indemnitees") from and against any and all liabilities and/or expenses in connection with the loss of life, bodily injury, personal injury, and/or property damage caused by Indemnitors' acts or omissions, or arising out of, or in connection with, Indemnitors' use and occupancy of the Farmers Market, or any part thereof.

In addition to the foregoing, to the maximum extent permitted by law, Indemnitors hereby agree to hold the Indemnitees harmless from and against any claim, damage, action, penalty, liability or judgment arising out of any loss, theft, burglary, robbery, damage, fire or other loss caused by casualty, or any other reason, to any of the Indemnitors' possessions or personal property of any kind, including without limitation, equipment, supplies, prizes, inventory, merchandise or exhibits, which are located in the Farmers Market.

Without limiting Indemnitors' obligation to indemnify and hold harmless the Indemnitees, Indemnitors specifically acknowledge and agree that there shall be no personal liability of the Indemnitees, arising out of, or in connection with, Indemnitors' use of the Farmers Market.

Vendor shall keep and maintain the common area of the Farmers Market, including any equipment installed therein or thereabout, neat, clean, free of debris and trash, and in good order and repair and in an attractive and clean condition in accordance with the general character of the Farmers Market, all applicable laws and shall comply with all rules and regulations of the Farmers Market now in effect or as hereinafter amended by the Opp Farmers Market.

VENDOR: \_\_\_\_\_



# FARMERS MARKET

## RULES + GUIDELINES

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### INTRODUCTION:

The Opp Farmers Market, referred to as the “Farmers Market” in this document, was founded on the concepts of regional food production for fresh consumption, promotion of family farming, direct marketing of farm products, and the common good of all who participate in the market. With these goals, the following rules and guidelines are intended to make it as easy as possible for local producers to sell their products directly to the public without much of the “red tape” associated with conventional marketing outlets. The success of our market depends on a good growing season and the active participation and cooperation of many and varied producers.

### LOCATION:

- The Opp Farmers Market 2024 market shall be located at the corner of College Street and Covington Avenue, 224 Covington Avenue, Opp, Alabama.

### THE SELLING SEASON:

- The Farmers Market will be open for sales from 7:00 AM to 2:00 PM every Tuesday and Saturday of the market season as designated by the Market Manager. The season for 2024 will consist of two markets. The first market will run each Tuesday and Saturday from April 1 through Saturday, September 28th and the second market will run one Saturday a month from November through January. The market will be held rain or shine.

### PERMITS AND FEES:

- A growers' permit must be completed before selling at The Market. Permits are available at no charge from the County Extension Office. The purpose of the certificate is to ensure that the products sold originate with the producer, his or her family, employees, or partners. If you are selling products that do not allow you to be classified as a grower, i.e., baked goods, you are required to have a business license from the City of Opp, Covington County and the State of Alabama and are responsible for collecting and remitting related sales taxes.
- Any fees collected by The Market are for the express purpose of promoting and operating The Opp Farmers Market. This includes but is not limited to, administrative expenses and advertising.



## SPACE ASSIGNMENTS AND RESERVATION POLICIES:

- Vendors will be licensed to sell from only one vehicle and must occupy only one space as assigned by the Market Manager unless an additional space has been assigned and **payment received**. Vendors are not permitted to share stall space with unapproved vendors. Maximum vehicle size is a 1-ton pickup truck or van unless prior arrangements have been made. Displays must be confined to the assigned space. If the vendor is using a trailer to display and sell goods, the towing vehicle must be disconnected and moved out of the area. If a trailer or display is obstructing vehicular or pedestrian traffic or is judged to be a safety hazard by the Market Manager, it must be moved.

- Producers may license a space for the season by paying the following rental fees:

### Farmers Market

April - September (every Tuesday and Saturday)	\$10/per market or \$150/per season
November - January (1 Saturday per month)	\$10/per market

- All vendors are required to be set up no later than 6:30 AM and be ready to do business when the market opens at 7:00 AM. When running late, contact the Market Manager (Tommie Norris) at 334-208-0195 so that your space is not reassigned. **The Market Manager will need at least a two-day notice if you will not participate in The Market if you are a seasonal vendor.**
- The Market Manager designates the vending location for all producers with or without vehicles, and if the Market Manager deems it necessary, may require a producer to relocate.

## REGULATIONS:

- Producers may sell at the market. A producer is defined as the person that grows or makes the product and may also include the producer's immediate family, partners, employees, or local cooperatives upon prior review. A partnership, for the purpose of this document, is defined as two or more individuals engaged together in the joint production of goods. Any complaints filed with the Market Manager concerning production regulations will be investigated by the Market Manager and/or a representative of the State of Alabama Farmers Market Authority. **Should a complaint be found valid, it may result in expulsion from The Market for the remainder of the selling season, and no refund will be made for market fees paid to date.**



- To ensure that our market remains a “growers’ market”, we will be doing mandatory farm inspections before the beginning of The Market and during The Market if deemed necessary. You will be contacted in advance to schedule your inspection at a time that works best for you.
- Arts and crafts are not permitted for sale at the market unless prior approval is received from the Farmers Market Manager. If there is any question whatsoever about whether an item may be sold at The Market, a brief written proposal should be submitted to the Market Manager for review.
- All vendors must clearly display the prices of their products.
- Producers may sell their own farm and kitchen products including (but not limited to): fruit, vegetables, eggs, cut flowers, plants, cheese, cider, jams, jellies, relishes, honey, home canned goods, and baked goods. Many items are subject to Health Department regulations. It is the responsibility of the producer to abide by these regulations. Contact these agencies for inspection and approval. No cooking is permitted within The Market area without prior approval by the Market Manager. It is the responsibility of each producer to abide by all state and federal regulations which governs the production, harvest, preparation, preservation, labeling, or safety of products offered for sale at The Market. Vendors are liable for their own products. The Market Manager, the City of Opp and/or the State of Alabama Farmers Market Authority shall not be held accountable for the products offered by vendors. Product and liability insurance is the responsibility of the producer. If there is any question whatsoever about whether an item may be sold at The Market, a brief written proposal should be submitted to the Market Manager for review.
- At the beginning of each market day, vendors will check in with the Market Manager. Vendors should be set up at the market by 6:30 AM. Each seller is expected to stop selling at 2:00pm and have all produce, baked goods, boxes, containers, etc. loaded for removal by 2:30pm. The Market Manager will have the authority to change The Market hours on special occasions.
- Silent electrical generators are allowed at the market and must be approved by Market Manager in advance. Vendors must bring their own all-weather extension cords and should arrange for a space near the power outlet. Electrical cords must not be a safety hazard and must meet all codes and OSHA regulations.



## GENERAL GUIDELINES

- It is recommended that vendors use safe, natural, and colorful displays. Be aware of tripping hazards in the walk area. It is best to raise all displays (especially food items) at least 24 inches from the ground. Three vertical levels of displays will dramatically increase product visibility.
- Restrooms are located in the market.
- One 10 x 10 stall, one 6-foot table, and one chair are available at no cost to vendors. Vendor must use a tablecloth on all tables, provided by the vendor.
- All vendors must have a sign identifying the name and location of the farm as well as tablecloths. Signs for vendors and other decorations are to be approved by the Farmers Market Manager in advance.
- Vendor is responsible for setting up and breaking down tables and tents. Vendor is liable for any damage to tables and tents that requires repair and/or replacement.
- The Market Manager reserves the right to terminate a license for any reason at any time without refund of the membership license fee.