

2024 FARMERS MARKET VENDOR CONTRACT



Our mission is to foster genuine marketplaces, providing space for Colorado businesses to engage with locally invested communities.

Williams Family Markets, also known as The LOCAL Colorado, proudly brings the bounty of Colorado to our communities by facilitating outdoor marketplaces each summer. We look forward to continuing to develop and grow these markets as a natural connection between community centers, local residents, and Colorado producers + businesses.

Markets & Dates

Parker

Location:

19565 E Mainstreet
Parker, CO 80138

Dates & Times:

Every Sunday, May 12th- October 27th, 8AM-1PM
*June 16th – NO market – Parker Days Festival

Load-in:

5:30AM-7:30AM

Load-out:

1:15PM-2:30PM

Southlands

Location:

23975 E Town Square Ave
Aurora, CO 80016

Dates & Times:

Every Saturday, May 11th- September 28th, 8AM-1PM
*Oct 19th – Fall Festival – Separate application available in August

Load-in:

6AM-7:30AM

Load-out:

1:15PM-2:30PM

Festival Park

Location:

300 Second St
Castle Rock, CO 80104

Dates & Times:

Every Sunday, May 26th- October 13th, 9AM-2PM
*June 16th – limited space – special event day (Rotary Ducky Derby)
*Sep 8th – limited space – market moves for CR Artfest
*Oct 20th – Fall Festival – Separate application available in August

Load-in:

6:30AM-8:30AM

Load-out:

2:15PM-3:30PM

Applications & Selection

Application Process

1. All new and returning vendors are encouraged to apply by February 15th. No acceptance decisions for new vendors will be made by us before February 15th. Vendors will be approved on a rolling basis from there until markets are at capacity.
2. Scheduling priority is given to returning vendors each season early in the selection process. Space for new vendors will begin being allocated in mid-February, but applications will be accepted throughout the season as space allows.
3. Once you've applied, you will be in consideration for any available space for the entire season. You will receive an approval email if you're selected to participate. **We are unable to approve every application we receive, so if you have applied and not heard anything please be patient and know that we will contact you if we have an opportunity to offer at any point.**

Vendor Selection

1. When selecting new vendors to join our markets, we look first and foremost for local agricultural operations. After agriculture, we'll approve food products of all kinds- retail food establishments, manufactured foods, and cottage foods. Artisan products fill most of the remaining space, where we will incorporate a diverse selection of locally made products. The smallest proportions of the vendor body is reserved for service and marketing vendors not selling products.
2. In all cases, we must use our best judgment to determine whether vendors will be a good fit for the market. Many factors go into these decisions. Just because a vendor is not selected before the season begins does not mean they are not a good fit for the market, nor does it mean we may not be able to afford them an opportunity in the future.
3. **Renewal** - Participation in previous seasons does not guarantee approval for the next one. Renewal decisions consider compliance, attendance, sales, and other objective data from previous seasons.
4. **Change of Ownership** - If any business participating in the market is to change ownership after their application has been accepted, the new owner must apply to the market themselves before being permitted to participate

Vendor Categories

- Vendors will be accepted under the following product criteria:
 1. **100% Certified LOCAL Grower/Rancher/Producer**
 - Agricultural products independently grown/raised by the vendor in Colorado.
 2. **Local Agriculture Vendor**
 - Agricultural products grown/raised regionally. Products may be grown/raised by the vendor and/or resold from other operations, so long as the vendor is honest regarding marketing and communication of each product.
 3. **Local Food/Artisan Vendor**
 - Locally produced food and/or artisan products. Including but not limited to: sauces, candles, woodwork, jams/jellies, artwork, tea/coffee, clothing, jewelry, pickles, handmade goods, salsas, food trucks, bakeries.
 4. **Local Food Service**
 - Delivery, pick-up, or other local food-related service.
 5. **Local Marketing**
 - Local businesses soliciting sales outside the marketplace.

Market Fees and Operations

Market Fees

- Full-time/part-time status is denoted per market. Vendors may be full-time at one market and part-time at another. Full-time is defined as **more than 8 dates at Parker, more than 7 dates at Southlands, or more than 7 dates at Festival Park.**
- Full-time/part-time fees are charged according to approved schedules, which may not be the schedule initially requested.
- Full-Time fees consist of a season fee paid prior to participation, as well as a daily fee paid on and for each market day.
- Part-time vendors fees are flat rate, per date, paid in full prior to any participation.
- All market fees may be paid via online invoice (if applicable), Venmo [@theLOCALcolorado](#), or cash/check delivered to our Parker/Southlands store locations.



venmo

○ **Full-Time Vendor Fees**

1. Season Fee

- Paid prior to participation.
- 50% of the season fee is a refundable attendance deposit and shall be returned to vendors at the end of the season who incur no more than 2 unexcused absences.

	Parker	Southlands	Festival Park
100% Certified LOCAL Grower/Rancher/Producer	\$200	\$100	\$100
Local Agriculture Vendor	\$300	\$200	\$200
Local Food/Artisan Vendor	\$400	\$300	\$300
Local Food Service Vendor	\$400	\$300	\$300
Local Marketing Vendor	\$500	\$500	\$500

2. Daily Fee

- Charged on and for each market date.
- Payment due by **end of each market day.**

	Parker	Southlands	Festival Park
100% Certified LOCAL Grower/Rancher	5% of sales No minimum	5% of sales No minimum	5% of sales No minimum
Local Agriculture Vendor	10% of sales No minimum	10% of sales No minimum	10% of sales No minimum
Local Food/Artisan Vendor	10% of sales \$50 minimum + \$20 per additional 10'x10' tent	10% of sales \$35 minimum + \$10 per additional 10'x10' tent	10% of sales \$35 minimum + \$10 per additional 10'x10' tent
Local Food Service Vendor	\$100	\$75	\$75
Local Marketing Vendor	\$200	\$200	\$200

○ **Part Time/Drop In Fees**

1. Applies to vendors participating in:
 - 8 or fewer dates at Parker
 - 7 or fewer dates at Southlands
 - 7 or fewer dates at Festival Park
2. Paid in full, for all scheduled dates, prior to participation.

	Parker	Southlands	Festival Park
100% Certified LOCAL Grower/Rancher/Producer	\$35	\$15	\$15
Local Agriculture Vendor	\$50 per date	\$35 per date	\$35 per date
Local Food/Artisan Vendor	\$75 per date +\$20 per additional 10'x10'tent	\$50 per date +\$10 per additional 10'x10' tent	\$50 per date +\$10 per additional 10'x10' tent
Local Food Service Vendor	\$100	\$75	\$75
Local Marketing Vendor	\$200	\$200	\$200

Attendance & Schedules

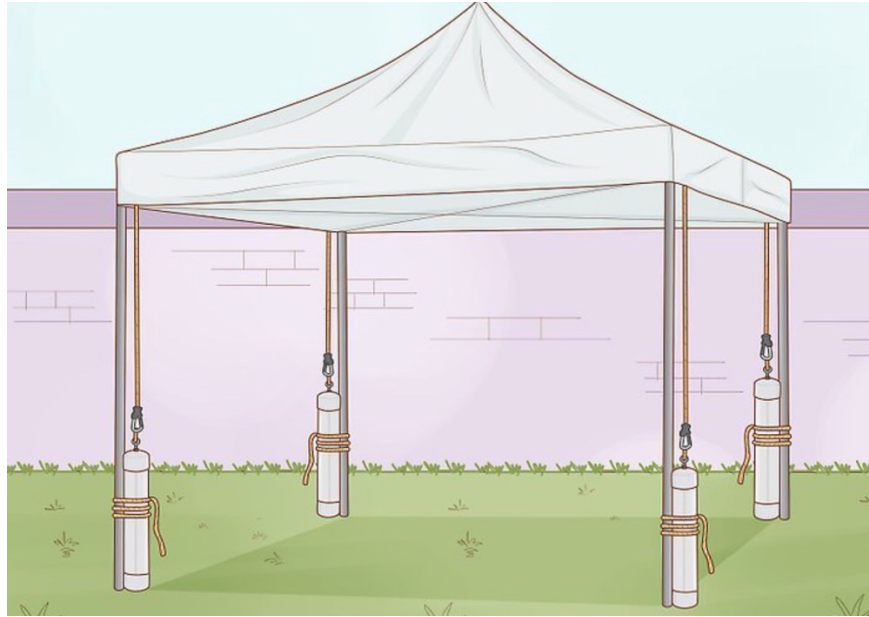
- Vendors are obligated to attend each of their scheduled market dates that they apply and are approved for. Absences have a profoundly negative impact on the market and all vendors.
- Vendors may request changes to their schedule at any point through the online portal. We will do our best to accommodate, but cannot guarantee the approval of any schedule change requests!
- We reserve the right to adjust market dates/hours due to inclement weather. Vendors do not! Markets will go on as normal under most weather conditions. In the event we must amend any market schedule on short notice, an email will be sent to the contact address listed in your profile.
- **Excused Absence** - Change request submitted through the online portal at least 2 weeks prior.
- **Unexcused Absence** – No notice given, or notice given in under 2 weeks. Must pay minimum daily fee.
 1. Vendors who incur 3 unexcused absences at a market in one season may be terminated from the season at all markets.
 2. No call no shows shall be charged double their minimum daily fee. Vendors who've paid for that day in advance will be charged that amount again.
- **Attendance Deposit**
 - a. Half of the season fee (full-time vendors only) is an attendance deposit. Vendors who go the entire season with fewer than 2 unexcused absences will receive their attendance deposit back at the end of the season.

Booth Space Usage and Assignment

- Booth locations are determined at the complete discretion of the market manager in order to create a balanced and aesthetic marketplace.
- Location requests may be made to the market manager in advance but cannot be guaranteed.
- Market managers will keep the market layout as consistent as possible, but all booth locations are subject to move for any reason at the manager's discretion. Especially those for vendors who are not consistently at the market each week.
- Vendors may not switch, transfer, or "sublet" booth space without approval from management.
- Vendors are restricted to operating within their assigned space. Vendors must request and receive approval for anything beyond a 10'x10' space with one side open to the market area.
- If there is anything wrong with or unsafe about your booth location at any point, vendors must notify the market manager immediately.
- Vendors are responsible for maintaining a clean and organized booth area that is in compliance with all local laws and regulations. Vendors must leave their booth location as clean as they found it.
- Vendors must request electricity or permission to run a generator if desired. We cannot guarantee either but will do our best to accommodate.

Equipment and Supplies

- Vendors are required to provide all of their own supplies and materials. Unless arranged otherwise, vendors are always required to bring and set up:
 - i. A 10x10 canopy
 - 1. Must be fully functional and safe as designed- at the market manager's discretion.
 - 2. Smaller and larger tents permitted upon request.
 - ii. 40+lbs of weight PER leg (120lbs total) for each 10x10 canopy.
 - 1. Weights must be securely attached to the TOP corners of each tent by rigid straps/ropes that do not stretch. Underweight vendors are subject to be removed from the market at any point.
 - iii. Large and visible signage naming your business or products sold.
 - 1. Clean and professional.



Products

- Vendors may be restricted from selling any product at any point at market managers discretion if that product is not explicitly listed and approved in the product section of the vendor's profile.
- No vendor is ever granted exclusive rights to be the sole provider of any product to any market.

Vendor Profile

- Vendor profiles are initially generated from information provided in your application.
- Once approved, vendors must follow the link in their acceptance email to register their profile and view their approved schedules, products, etc.
- Once registered, vendors may access their profile to update information and request schedule/product changes by logging in at :

thelocal.mymarket.org

- Vendors are responsible for keeping all information in their profile is accurate and professional, as it may be publicly provided to market customers.

Load In/Load Out

- NO unauthorized vehicles are allowed to enter any market area within 15 minutes of posted market start/end times.

- Logistics for each market vary, please refer to specific instructions provided by the market manager for each venue in May.

Vendor Staff

- Vendors shall take full responsibility for the actions and conduct of any staff delegated by them to the market.
- Vendors are responsible for ensuring all market communication, guidelines, and information is provided to and understood by their staff.

Conduct

- Vendors shall be present and attentive to customers for the entire duration of the market, with the exceptions of bathroom breaks and extenuating circumstances.
- No vendor shall interfere with the business of another. No shouting or wandering the market outside of assigned booth locations to solicit sales.
- Vendors shall conduct their business in a professional and courteous manner, and shall not engage in any disruptive or offensive behavior.
- Vendors shall not use offensive language or make derogatory comments towards any customer, vendor, or market staff.
- Vendors shall not engage in any activities that may be harmful to the reputation of the market or the vendors participating in the market.
- Vendors shall not sell or distribute any stolen or illegal items or engage in any illegal activities while on market property.
- Vendors shall not use any amplified music or sound without prior approval from the market manager.
- Vendors shall not solicit or conduct any business unrelated to the market while on-site during market hours, including community and political outreach.
- Vendors are permitted to have animals with them as long as they are not disrupting market operations.

Compliance

All vendors participating with Williams Family Markets must comply with applicable laws, regulations, and guidelines of the United States, the State of Colorado, and the respective county/city of the market's location. Compliance includes licensing, labeling, product safety, taxation, and any statutory or regulatory requirements relevant to the vendor's business.

▪ Responsibility:

- Vendors are solely responsible for understanding and complying with all local, state, and federal laws applicable to their business activities. Williams Family Markets is not responsible for any legal violations or non-compliance issues on the part of vendors, despite any assistance we may provide.

- **Verification:**

- Williams Family Markets may, at its discretion, request documentation from vendors as proof of compliance, including insurance, tax payments, and health department licenses. Failure to provide such documentation may result in termination of the vendor's participation.

All vendors must comply with all guidelines or rules enforced by entities that we are contracted to our space with. Market real estate is made possible by agreements with local town/city centers, which may dictate details such as times, dates, locations, parking, etc.

Right to Terminate:

- Williams Family Markets reserves the right to terminate a vendor's participation immediately if, in the sole discretion of market management, the vendor violates any laws, regulations, or market policies.

Insurance and Liability:

1. General Liability Insurance:

- Vendors must obtain and maintain general liability insurance, listing Williams Family Markets as an additional insured party. The Vendor must obtain such insurance prior to selling at the Market and produce a copy of the insurance certificate upon request. The Market does not provide any insurance coverage for Vendor.
- **Williams Family Markets**
6205 S MAIN ST STE D-106, AURORA, CO, 80016

2. Indemnification:

- Vendor shall indemnify, hold harmless and defend Williams Family Markets and employees from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees, of any nature whatsoever (including, but not limited to, property damage and loss, bodily injuries, sickness, disease or death), directly or indirectly arising out of or in connection with Vendor's participation in the Market. This provision shall survive the termination of this Agreement.