

Indemnity and Rules Agreements

The following agreements are entered into this _____ day of _____, 2020 between

Vendor Name(s): _____

& the Old Town Music and the Market

Indemnity & Rules Agreement

For valuable consideration, including the right to sell produce or other products at the City of Cottonwood “Old Town Music and The Market,” SELLER does hereby agree to indemnify and hold the City of Cottonwood and the “Old Town Music and The Market” harmless from any loss, damage, expense, judgment or liability of any nature including attorney’s fees arising out of any claim made against the City of Cottonwood or the “Old Town Music and The Market” by any person or entity. I, the SELLER, was furnished a copy of, and agree to abide by, the rules of the Old Town Farmers Market.

Dated this _____ day of _____, 2020

► Vendor Signature _____

Old Town Music and the Market Rules and Regulations for Venders

1. **Check-in each Thursday begins at 3:30 pm.**
2. All Vendors are required to fill out a registration form prior to participating in any “Old Town Music and The Market.” All vendors preparing food must accompany this registration with a **Yavapai Food Handlers Permit**.
3. When vendors arrive on sight, they will be required to check in at the City of Cottonwood’s booth. Only vendors with reserved spaces are permitted to enter the market area without checking in first.
4. All booth spaces will be on a “first come first serve basis” and will be assigned by the City after checking in. (If space has been reserved by vendor this does not apply.)
5. All vendors requiring electricity will pay a minimal fee of \$10 per night upon check in.
6. Individuals performing face painting at any City of Cottonwood events or on City property may only use face paints meant for that purpose. No acrylic craft paints, watercolor/washable markers, pencils, nor metallic craft glitter may be used for face painting.
7. The City reserves the right to pick and choose vendors based on: an over abundance of that particular product, a vendor being unruly, or if a vendor practices bad business. In each case, the vendor will be asked to leave.
8. Absolutely no tent stakes or any object will be drove into the ground at the Old Town Activity Park.
9. **Vendors are not allowed to leave until the market has officially closed for the night and the majority of patrons have left the grounds.**
10. All vendors (except produce) will be charged a \$5 fee for each “Old Town Music and The Market”.
11. **A one-time (at first visit each year) \$5 City of Cottonwood business registration fee will be charged to ALL participating vendors who are selling wares.**
12. **All items MUST be handcrafted in the Verde Valley. Items for RESALE are strictly PROHIBITED.**

Minimal Food Booth and Mobile food Unit Requirements

(Yavapai Health Department and City of Cottonwood insurance requirements)

1. Overhead protection, three side walls and flooring is required for food booths. Doors for Mobile Food Booths must self-close. Screening of openings may also be required. Booths selling only commercially prepackaged foods may not need to meet the booth requirements.
2. Accurate long stem thermometer, which reads from 0°F to 220°F.
3. A dishwashing set-up consisting of three basins for a wash, rinse, sanitize, set up.
4. Chlorine bleach or other approved sanitizer (iodine or quaternary ammonium) must be used in the sanitizing solution for utensils & equipment AND sanitizing counters & tables. Chlorine test strips or test kit for the approved sanitizer.
5. Approved hand washing facilities with clean running water, soap, paper towels (separate from the dishwashing set-up), and a container to catch and hold wastewater.
6. All foods, ice for drinks, and water must come from approved sources. Ice scoop require handles.
7. Covered garbage or waste can.
8. Applicant and staff need to have current Yavapai County food worker Certificates.
9. Any off site food preparation (if applicable) must take place in a facility approved by the Health Services. This requires a completed and approved Commissary Agreement form.
10. All food must come from an approved source or commissary (kitchen facility) which must be under permit and have passed necessary health department inspections.
11. Sales of pre-packaged and properly labeled non-potentially hazardous foods (e.g. chips, candy, can soda, bottle water, etc...) will be allowed with minor restrictions on product storage.
12. Food service operations involving “complex” food preparation and cooking procedures will require a health permit and approval from Yavapai County Community Health Services.