

Kenmore Farmers Market

Vendor Application

Application Deadline: April 19, 2024

*Applications received after the deadline will be added to the waitlist and reviewed when time permits.

Dates: Wednesdays, June 5 – August 28, 2024

Time: 3:00 pm – 7:00 pm

Location: NE 181st St between 67th Ave NE and 68th Ave NE

Acknowledgment and Agreement to Rules and Regulations – Please initial each line below:

1. ___ Booth spaces as assigned are an uncovered 10'x10' space. Vendors must supply their own materials (canopies, weights, tables, chairs, signs, etc.) and are responsible for all set-up and take-down. Vendors are required to stay in their assigned space for the duration of the market.
2. ___ Vendors must have all vehicles in designated parking site by **2:30 pm** and cannot bring their vehicles back on-site until after 7:00 pm.
3. ___ All vendors must be licensed to conduct business in the State of Washington (have a valid UBI number), **and have the City of Kenmore listed as an "endorsed city"**. Non-resident businesses that conduct business within city of Kenmore limits are required to obtain a Kenmore business license by registering through the DOR-BLS. Cost is \$0 to \$10.
4. ___ Vendors must remain open for business for the duration of the market, 3:00 pm – 7:00 pm.
5. ___ Kenmore Farmers Market reserves the right to restrict items for sale that are deemed inappropriate and not in keeping with the mission of the market or the Washington State Farmers Market Association. Application registration fee will only be collected from vendors after acceptance.
6. ___ Kenmore Farmers Market does not guarantee the marketability of vendors' goods.
7. ___ Accepted vendors must provide proof of Commercial General Liability and Products Liability Insurance by May 17, 2024, in the amount for \$1,000,000 for each occurrence and \$2,000,000 general aggregate. The policy shall name the City of Kenmore as an additional insured. Vendor's insurance shall be primary insurance with respect to the City and any payment of deductible or self-insured retention shall be the sole responsibility of Vendor. Vendor shall provide the City with written notice of any policy cancellation or alterations, within two business days of their receipt of such notice. Failure on the part of Vendor to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may immediately terminate this Agreement in part or its entirety. Kenmore is not responsible for any loss or damage incurred or caused by Vendor. **Ready-to-Eat Food Vendors must also receive a temporary food service permit from Seattle-King County Department of Public Health.**
8. ___ Vendors must agree to follow current public health protocols for the state, county, and city while participating.
9. ___ Generators must be **pre-approved** by Market Manager and when on-site be no louder than 70 decibels.
10. ___ Vendors must read the Rules and Regulations and are responsible for assuring their on-site staff are aware of the Market Rules and Regulations.
11. ___ All Vendors **MUST** have weights of at least 25 pounds on each of their tent legs. Vendor will not be allowed to set up a tent without adequate weights.
12. ___ Upon acceptance, vendor will be required to pay a \$25 registration fee to the City of Kenmore.

13. ___ Vendors have the option to prepay for the dates they select to be at the market at a **discounted** rate of \$35 per space per day, when they register for the market.
14. ___ If a vendor chooses to pay weekly when attending KFM, they are required to pay a booth fee of \$40 per space per day at City Hall before 2:30 pm on the day of the market.
15. ___ Cancellations must be submitted by email to Market Manager by Monday, 11:00 a.m., prior to the Wednesday market. Refunds will not be issued by the City for cancellations made after two weeks prior to the respective market day.
16. ___ The City will issue a full refund for the vendor booth fee only if a cancellation is made two weeks in advance of the market day.
17. ___ Vendors may sell only the goods that are listed on this application.
18. ___ Vendors are responsible for the quality and safety of what they sell.
19. ___ Vendors will not use any trade name, trademark, service mark, or logo of the City of Kenmore (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
20. ___ The City of Kenmore does not maintain insurance that will respond to claims against the applicant arising out of the use of the booth or participation in the market by the applicant, its members, or those attending the event. Depending on the type of event you are planning or what you intend to sell, the activity, and risk level of your group, you may be required to obtain additional bodily injury and property damages liability insurance in accordance with City policy, name the City as an additionally insured on the policy, and be responsible for maintain said insurance. After reviewing this application, the City will determine whether you must obtain additional liability insurance.

Contact Name:	Business Name:	
Business License or UBI Number: (showing City of Kenmore as endorsed city). More info: https://dor.wa.gov/manage-business/city-endorsements/kenmore	Commercial Insurance Provider:	
Does your booth accept debit/credit cards on site? <input type="radio"/> Yes <input type="radio"/> No	May we share your information with customers and/or the WSFMA? <input type="radio"/> Yes <input type="radio"/> No	
Mailing Address:		
City:	State:	Zip:
Phone:	Cell Phone:	
Email:	Website:	

Please Select Your Vendor Category

All requirements listed under your category must be turned in with your completed application in order to be considered by the Kenmore Farmers Market.

Farmer/Grower: Vendors with products, fruits, nursery plants, perennials, fresh cut flowers, herbs, honey, and other products. **All products must be grown, raised, and produced by the vendor** in Washington State.

List the location of all farms or parcels where you grow your products.

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List all produce/products you plan to sell and what months they should be available

Product	Month Available	Product	Month Available

Reseller: Vendors with produce, fruits, nursery plants, perennials, fresh cut flowers, herbs, honey, and other products. All **products must be grown, raised, and produced on a farm in Washington State** and resold by the vendor.

Cash Buyer License Number _____

List the name and location of all farms or parcels where you obtain your produce/products. Attach separate sheet if needed.

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List all produce/products you plan to sell and what months they will be available:

Product	Month Available	Product	Month Available

Processed Food Vendor: Items which are grown and/or made by the vendor such as baked goods, preserves, cheese, sausage, and smoked meats or fish. All processed food vendors must meet State and King County requirements for food handling and processing.

- If applicable, attach Health Department Permit to sell at Farmers Markets
- If applicable, attach Department of Agriculture Food Processing or Cottage Kitchen License

List all items you plan to sell and the approximate cost of each item

Product	Cost	Product	Cost

Prepared Food Vendor: Includes ready to eat foods, such as kettle corn, hot dogs, roasted corn, pizza, etc. Menu items must be approved by Market Manager before being accepted.

- Attach Health Department Permit to sell at Farmers Markets
- Attach all Food Handler Permits
- Attach Menu of all items and cost of items you plan to sell. Please also note what ingredients are sourced from local farms.

Craft Vendor: All products are handmade by seller in the State of Washington. Craft items must be approved by the Market Manager before being accepted. While the Kenmore Farmers Market is a food focused market, crafters will be limited to 1-2 vendors per market day and each vendor may be limited to 1 market day over the season, based on space availability. Application packets must include all the following information in order to be accepted and considered.

- Attach 3 clearly labeled photographs representing current work OR provide your website that includes sufficient photographs representing current work. Multiple color images combined into a single file are fine, but please ensure images are large enough to be seen clearly. Label each with the title of the work. (For example: *Jay Doe, wooden toy chest.*)
- Description of your work and list of items you would be selling and approximate price range of products to be sold on table below
- Attach a copy of your current Washington State Business License
- Provide proof of Commercial Liability insurance
 - Commercial Liability must include **"Products - Comprehensive/Ops"** coverage for anyone selling products intended to be consumed or applied to/work on the skin

Item	Price

Which Dates will you be in Attendance?

June	5 <input type="checkbox"/>	12 <input type="checkbox"/>	19 <input type="checkbox"/>	26 <input type="checkbox"/>	
July	3 <input type="checkbox"/>	10 <input type="checkbox"/>	17 <input type="checkbox"/>	24 <input type="checkbox"/>	31 <input type="checkbox"/>
August	7 <input type="checkbox"/>	14 <input type="checkbox"/>	21 <input type="checkbox"/>	28 <input type="checkbox"/>	

Vendor Fees to be Paid Upon Acceptance

FEE	Quantity of Dates	Total Paid upon Registration
Application Registration Fee for Farmer/Processor/Food Vendor/Crafter: \$25		\$
Single Stall: Pre-paid for the season: \$35/week Paid weekly upon arrival: \$40/week		\$
Double Stall: Pre-paid for the season: \$70/week Paid weekly upon arrival: \$80/week		\$
TOTAL		\$

INSURANCE AND INDEMNITY AGREEMENT

INSURANCE – The City does not maintain insurance that will respond to claims against the applicant arising out of the use of the Booth by the applicant, its members, or those attending the event. All vendors are required to purchase Commercial General Liability and Product Liability Insurance with a minimum coverage of \$1,000,000 per incident, with \$2,000,000 general aggregate. In accordance with City policy, vendor must name the City as an additional insured on the policy and be responsible for obtaining said insurance. Vendor’s insurance shall be primary insurance with respect to the City and any payment of deductible or self-insured retention shall be the sole responsibility of Vendor. Vendor shall provide the City with written notice of any policy cancellation or alterations, within two business days of their receipt of such notice. Failure on the part of Vendor to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may immediately terminate this Agreement in part or its entirety. Kenmore highly recommends vendors obtain general liability and product liability insurance. Kenmore is not responsible for any loss or damage incurred or caused by Vendor.

Indemnity & Release:

The Applicant signing below, and _____(insert Vendor business name) (collectively, "Applicant") shall protect, defend, indemnify and save harmless the City, its officers, employees and agents, and all organizations and individuals who assist with the Kenmore Farmers Market in non-vendor or non-applicant status (collectively, "Kenmore"), from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including, but not limited to, attorneys' fees, arising out of or in connection with the Applicant's participation in the Kenmore Farmers Market, or from any activity, work, or thing done, permitted, or suffered by Applicant during the Kenmore Farmers Market, except for injuries and damages caused by the sole negligence of the City.

By signing below, I certify and agree that I am a representative of the _____ (insert Vendor business name) with authority to enter into this agreement on behalf of said Vendor business. My signature also indicates that I have read and agree on behalf of the aforementioned Vendor business to the details outlined in the **"Agreement and Acknowledgement to Rules and Regulations"** found at the beginning of this application.

I have read and agree to the above requirements. If the vendor is not abiding by these rules, the City has the authority to refuse the right of vendor to return to the market.

Signature	Date
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