

# **CALICO ROCK DOWNTOWN MARKET**

Vendor Registration/Application (Please print)

Name:Address:	
Phone: Cell Phone:	
Email address (optional):	
Products to be sold:	
I was a registered market vendor last year? Participated in other markets: Yes If "Yes", where:	No
My stand will be manned by: Myself	An agent
How did you hear about this market?	
I understand that by signing below I am acknowledging that I have read and will comply with the rules and regulations for vendor operations. Additionally, I have read, understand, and acknowledge the associated "Waiver of Liability & Hold Harmless Agreement".	
Signed:	Date:
<u>Application Process</u> Complete and sign this vendor registration form, initial the Waiver of Liability Agreement and Rules of Operation, return all documents along with a check for \$5.00 (made out to CORE) to:	
CORE Downtown Market P.O. Box 245 Calico Rock, AR 72519	Rich Fischer, Market Mgr 385 Merrythought Farm Rd. Calico Rock, AR 72519

Completed/signed documents and registration fee may also be dropped off in person to the Chamber of Commerce office on Historic Main Street in Calico Rock.

# **Downtown Market**

Calico Rock, Arkansas



### **Vendor Operating Rules & Regulations**

- All vendors must register with CORE and pay a one-time registration fee of \$5.00 per season
- Market is situated at the old Kerr Used Car lot located at the junctions of state highways 5 and 56 in Calico Rock
- Vendors will be allowed a single space on a first-come/first-serve basis
- Vendors are to position their vehicles and stands such that they do not obstruct traffic and are respectful of other vendors.
- Hours of operation are from 9:00 AM until 1:00 PM on Saturdays. Vendors may begin setting up stands no more than 1 hour prior to the scheduled start time.
- No "forestalling" (saving or reserving of vendor spaces) is allowed
- All vendors must have a placard or sign at least 6" x 12" that clearly denotes the vendor's name and business address
- The vendor sign must also clearly state whether the vendor is a "<u>Producer</u>" or a "<u>Re-Seller</u>"
- Vendors may <u>only</u> sell the following articles: vegetables, fruit, nuts, plants and flowers, eggs, jams and jellies, vinegars, baked goods, Arkansas produced crafts and artwork, or other products of the farm. Livestock and fowl subject to prior approval
- All products sold at the market must be produced in compliance with applicable laws and regulations of the Arkansas State Dept of Health
- Market vendors must comply with all other applicable state laws and regulations.
- Each vendor is responsible for keeping the market grounds clean in his/her area. At the close of each market day, each vendor shall be required to leave the market place clean and free from debris, and vendors must remove all trash from the market area.
- Vendors will acknowledge the Calico Rock Organization for Revitalization Efforts (CORE) as the authoritative body responsible for managing the market and insuring that all vendors comply with the above rules and regulations.

## Vendors, please initial to confirm you have read, understand, and will comply with the above.

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

### Waiver of Liability and Hold Harmless Agreement

#### Calico Rock Downtown Market

- In consideration for receiving authorization from the Calico Rock Organization for Revitalization Efforts (CORE) to participate in the weekly Downtown Market, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the CORE group, the Calico Rock Chamber of Commerce, the City of Calico Rock, their officers, agents, volunteers, or employees (hereinafter referred to as RELEASEES), and Charles W. Francis (market location property owner), from any and all LIABILITY, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, or minor children under my care WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on our upon the premises where the activity is being conducted.
- 2. I am fully aware of the risks involved and the hazards connected with this activity, including but not limited to travel and/or any on-site hazards. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
- 3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
- 4. I understand that CORE and the Chamber of Commerce do not maintain any insurance policy, other than legally required insurance coverage on private vehicles, covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.
- 5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Arkansas.
- 6. IN SIGNING THE SEPARATE VENDOR REGISTRATION/APPLICATION FORM, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute the Release for full, adequate and complete consideration fully intending to be bound by same. Any minor children, of which I am their parent or legal guardian or have been given custody of their care by the act of bringing them to said activity with permission of their parent or legal guardian, do also empower me to make decisions on their behalf and certify this Waiver of Liability and Hold Harmless Agreement in their person.

Vendors please initial below to confirm that you have read, understand and freely acknowledge the above Waiver of Liability & Hold Harmless Agreement.

Initials: \_\_\_\_\_ Date: \_\_\_\_\_