

**Tri-County Farmers Market (TCFM)
6th and University
Las Vegas, NM 87701**

Vendor Application – 2024

The purpose of TCFM: To provide an opportunity for agricultural producers and crafters who live in or have use, or lease property in San Miguel, Mora, and Guadalupe Counties in New Mexico to market their locally produced products.

Please submit application to gascarenas11@gmail.com as soon as possible, at least one week before you expect to attend the market. This is to ensure there is a parking space available for you.

Please provide the following information:

Owner Name: _____

Name of Person(s) Authorized to Vend on behalf of the business:

Mailing Address: _____
City: _____ State: _____ Zip Code: _____

Phone Number: _____

Email Address: _____

1. Dates, Time & Location

Summer Market

Dates: Saturday, May 4, 2024 through Saturday September 28, 2024

Summer Hours: 8:00 a.m. to 12:00 p.m.

Location: Parking Lot 6th & University

Winter Market

Dates: Saturday October 5, 2024 – April 26, 2025

Winter Hours: 11:00 a.m. to 2:00 p.m.

Location: Parking Lot 6th & University

2. Market Fees

Market Fee is \$10 per vendor (not space).

Payment of \$10 is due each Saturday.

If a TCFM staff member does not collect your fee before you pack up, stop by the market table and pay your fee. Repeat non-payment may result in loss of your space.

Please leave your space clean. Please take all garbage with you. Failure to clean up after yourself with result in a \$25 fee the next time you attend market.

3. Eligible Vendors:

Section 1: To provide an opportunity for agricultural producers and crafters who live in or have, use, or lease property in San Miguel, Mora and Guadalupe Counties in New Mexico to market their locally produced products.

Section 2: To encourage the use of the TCFM by consumers in the area.

Section 3: Items sold should be produced or created by the vendor.

There will be no re-selling of items unless the following regulations are met:

1. The item is not in competition with another product produced by a member of TCFM.
2. The item does not constitute more than 25% of the vendor’s total sales.
3. The item is a New Mexico grown or produced product.
4. The item helps to bring new customers to the TCFM.
5. The item has been presented to the TCFM Board of Directors (BOD) for final vending approval.
6. All vendors agree follow federally funded program rules including WIC, Senior WIC, Fresh RX, SNAP, and Double Up Food Bucks programs. Failure to comply with these rules may cause vendors to become ineligible to accept money from these funding sources or prevent vendors from vending at TCFM.
7. All new vendors will be juried in due to space limitations. Because we are a farmers’ market, special consideration will be granted to all agricultural producers over crafters.

4. Vendor Space Size

- A. Standard vendor space is 10ft X 10ft tent size and not including your standard sized vehicle/truck behind your tent.

Please list all items you anticipate selling during the Summer 2024 and Winter 2024/2025 season. Please be as specific as possible. This will assist the TCFM board in determining eligibility to participate in the market.

Legal Requirements: Vendors must comply with all local, state and federal laws. This includes any licensing requirements and any permits required by local, state, and/or federal agencies for the sale of any products available for sale at your table. Payment of all applicable taxes on taxable goods is the responsibility of the seller.

Food handlers: <https://www.env.nm.gov/foodprogram/food-handlers-card/>

Egg certification: nmdeptag.NMSU.edu

IN CONSIDERATION of being permitted to participate in any way in the Tri-County Farmers' Market, EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Tri-County Farmers' Market, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY, TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

2. HEREBY AGREES TO IDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY DAMAGE, OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENTS(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

4. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and

Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the Event(s) is/are conducted and that if any portion thereof is invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Business Name: _____

Address: _____
City, State, Zip: _____

Vendor Signature: _____ Date: _____

Vendor Printed Name: _____

Vendor Signature: _____ Date: _____

Vendor Printed Name: _____

I agree to comply with complying with federal and state funded programs as defined below:

EBT (\$1 wooden tokens Tri-County Farmers Market in red ink)

- Only vendors who have taken the online EBT/DUFB/FreshRX training AND turned in a copy of their Certificate of Completion printed copy at TCFM market table are permitted to accept and be reimbursed.
- The red \$1 wooden token are for EBT/SNAP participants, and only for the purchase of food stamp program-eligible foods such as “take home foods” including: bread products, produce, meat, fish, poultry, eggs, dairy products, seeds, and plants which will produce food to eat.
- Tokens cannot be accepted for prepared food or hot food.
- Do not give any change for EBT transactions, US currency or tokens. Customers must pay with exact amount.
- U.S. currency cannot be returned to customers as change for wooden tokens, nor can vendors exchange tokens.

DUFB (Double Up Food Bucks, \$2 silver tokens)

- Only vendors who have taken the online EBT/DUFB/FreshRX training AND turned in a copy of their Certificate of Completion will be reimbursed.
- The \$2 silver tokens are for SNAP participants, and only for the purchase of unprocessed FRESH PRODUCE or VEGETABLE PLANT STARTS.
- These silver tokens cannot be accepted for meat, fish, poultry, eggs, dairy products, bread, seeds or any prepared foods or drinks.
- Do not give any change for EBT transactions, US currency or tokens. They must pay with the exact amount.
- U.S. currency cannot be returned to customers as change for wooden tokens, nor can vendors exchange tokens for U.S. currency with any person

FreshRX (\$1 wooden tokens with purple turnip logo on backside & purple marker marks on edges)

- Only vendors who have taken the online EBT/DUFB/FreshRX training AND turned in a copy of their Certificate of Completion will be reimbursed.
- The \$1 wooden tokens with purple turnip logo on backside & purple marker marks on edges are only for participants, and only for the purchase of unprocessed FRESH PRODUCE or VEGETABLE PLANT STARTS.
- Tokens cannot be accepted for prepared food or hot food.
- Do not give any change for FreshRX transactions, US currency or tokens. They must pay with the exact amount.
- U.S. currency cannot be returned to customers as change for wooden tokens, nor can vendors exchange tokens for U.S. currency with any person.

WIC (Women, Infants, Children)

- Only vendors who have signed the WIC agreement are permitted to accept WIC via their WIC app on their own smartphones. All vendors participating in the WIC program must display their Vendor Permit Sign provided by WIC, which includes their Vendor Name and Permit Number.
- Only eligible fresh, unprepared fruits, vegetables, and honey may be purchased with WIC.
- Non-eligible products include the following: processed foods, eggs, nursery and cut flowers, herbal products, meat and dairy products, chicos, dried fruit, juice, and jam or jellies.

Vendor Signature: _____ Date: _____

Vendor Printed Name: _____

Vendor Signature: _____ Date: _____

Vendor Printed Name: _____