

**Please Note:**

All fees initiated by the City of Buffalo or Riverside Farmers Market will be paid by Councilmember Golombek on behalf of the vendors.

Vendors selling prepared items requiring a Health Department permit will be responsible for acquiring and paying for their Health Department permit.

**WELCOME TO RIVERSIDE FARMERS MARKET AND THANK YOU  
FOR YOUR INTEREST!**

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**Riverside Farmers Market Manager Contact Information**

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BUFFALO, NY 14202**

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## **RIVERSIDE FARMERS MARKET**

### **Rules and Regulations Contract**

#### **Mission Statement**

The mission of the Riverside Farmers Market is to provide an open air seasonal market for vendors to sell their goods and services to the Black Rock Riverside Community and to create a safe, fun environment for neighbors to shop, eat, and mingle. The Market prides itself on being a community event open for the enjoyment of everyone.

#### **Governing Body**

The Riverside Farmers Market is governed by a Farmers Market Committee and a Market Manager

The Farmers Market Committee will be responsible for:

- Establish rules and regulations, adopting, and amending as needed
- Establish requirements for participation in the market
- Establish and collect rental fees, schedule free stalls, schedule special events
- Establish the operational schedule for the market
- Promote the Market
- Provide/appoint market manager for the day of the market

The Market Manager will be responsible for:

- Orderly and efficient operation of the market on market days
- Enforcing the market rules and regulations
- Has the right to determine whether or not an item is fit for sale

#### **General Operation**

1. The use of the market is restricted to bona fide farmers.
2. The market will be open rain or shine.
3. The market season's days and hours of operation are:

**SUNDAYS**  
**July 8th – Oct 28th**  
**9:00AM to 12:00PM**

\*Note market days and hours of operation must be strictly followed.

\*Note each Vendor has a combined hour for set up and break down of stall.

4. The Market Manager has the right to regulate a vendor's product mix and if and when there are changes in your product mix you must notify the Market Manager.
5. The Riverside Farmers Market will provide space only. Vendors must supply tables and other display equipment. Each vendor is responsible for setting up his/her own display.

6. The Riverside Farmers Market shall not be responsible for any loss or damage to a vendor's person, property, goods, or money.
7. All vendors are expected to treat customers with courtesy and without discrimination. Discrimination is not permitted.
8. Each product should be clearly marked with a sign and price.
9. Each vendor must identify themselves or their business by use of a sign.
10. Stall size will be a standard 15ft. by 15ft.
11. Each farm vendor must have his/her own general and product liability insurance.
12. Vendors must sign the general release agreement.
13. The fees will be as follows:

STALL FOR SEASON (16 Sundays/pro-rated for use)	STALL FOR ONE WEEK	STALL FOR COMMUNITY GROUPS/NON-PROFITS
\$20.00	\$5.00	FREE

\*Note Vendor wishing to rent for the season will have the option for permanent placement

14. Vendors must be there for the duration of the market hours.
15. All refuse accumulated by vendors throughout the day must be removed before the closing of the market.
16. Vendor must provide proof of City of Buffalo vendor permit, as required by the City Code.
17. All applicable City of Buffalo, County of Erie, and State of New York laws and regulations must be followed.
16. The Riverside Farmers Market Committee and the Market Manager reserve the right to cancel participation in the market of any vendor who has willfully violated the rules and regulations governing the Riverside Farmers Market. First-time violators will receive a written warning. **Any further violations will result in automatic cancellation.** No refund of fees will be made to a vendor whose use of Market space has been suspended or canceled.

**RIVERSIDE FARMERS MARKET  
Vendor Application**

***Vendor Information***

Name of Organization \_\_\_\_\_

Main Contact \_\_\_\_\_ Additional Contact \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Email Address \_\_\_\_\_

***Selling Information***

Please List the Items You Plan to Sell:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please describe the vehicles and display (tent, table, compressor, etc.) you will use:

\_\_\_\_\_

\_\_\_\_\_

I, the undersigned have read the Rules and Regulations and do agree to abide by all of the rules and regulations. I agree to operate my booth/activity in a safe and courteous manner and to pay rent (as set forth by this agreement). I understand that failure to comply with the rules and regulations could result in dismissal from the farmers market. I understand that the booth/activity rent and hours of operation are determined by the Farmers Market Committee and even if I do not agree with them, I will abide by them. I verify that all information I have provide about my farm, products for sale, or activity is true and accurate. As a vendor/activity wishing to rent/use space at the farmers market, I agree to save, hold harmless, and indemnify the City of Buffalo, its sponsoring agency, organizing committee, members, volunteers, and employees form any and all liability or responsibility pertaining to any damages to person or property on the site leased/used by me from said City, when such damages, or liability, arise out of any acts of my own, or of my employees or associates, located at said site.

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

Vendor Name (please print) \_\_\_\_\_



**RIVERSIDE FARMERS MARKET  
General Release**

THAT \_\_\_\_\_

(Name of Participant)

herein after referred to as "Participant", located at

\_\_\_\_\_  
(street address of Participant)  
(state)

\_\_\_\_\_  
(name of city/town/village)

for and in consideration of being permitted to participate in the City of Buffalo, New York's ("City" or "City's") Farmer's Market ("Farmer's Market"), held on such date(s), at such time(s), and located at such location(s) as designated by the City, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever discharge **THE CITY OF BUFFALO, NEW YORK**, a municipal corporation, with its principal place of business located at City Hall, 65 Niagara Square, Buffalo, New York, its employees, agents, servants, and its successors and assigns and/or his, her, their heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named may be jointly or severally liable to the Participant or to any and all other persons, associations and corporations, whether herein named or referred to or not, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all **KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN** bodily and personal injuries or death, damage of property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Participant or by any and all other persons, associations and corporations, including any and all employees or associates of the Participant, whether herein named or referred to or not, and especially from all liability arising out of participation in the City's Farmer's Market by Participant.

FURTHER, in consideration of the above license the PARTICIPANT ALSO EXPRESSLY DECLARES AND AGREES:

(1) That the Participant will indemnify, defend and hold harmless the City of Buffalo, released hereby, against all loss, including counsel fees, from all claims arising from or as the result of the Participant's participation in the Farmer's Market;

(2) That the City of Buffalo shall not be stopped nor otherwise be barred from asserting, and expressly reserves the right to assert, any claim or cause of action that it may have against the Participant or any others; and

(3) At conclusion of each scheduled Farmer's Market, all equipment and items placed within or on City's Property shall be removed in an expeditious manner.

The Undersigned specifically represents that he is executing this Instrument on behalf of the Participant described herein and with full knowledge, without duress and without coercion.

IN WITNESS WHEREOF, the hand and seal of the Undersigned is set hereunto this  
\_\_\_\_ day of \_\_\_\_\_, 2012.

**READ CAREFULLY BEFORE SIGNING**

\_\_\_\_\_  
(Name of Participating Entity)

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF ERIE         )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared  
\_\_\_\_\_, to me personally known, and known to be the person individually  
or jointly described in and who executed the above Instrument and who acknowledged to me the act of  
signing or sealing thereof.

\_\_\_\_\_  
Notary Public

My term expires: \_\_\_\_\_

# RIVERSIDE FARMERS MARKET Maps

