

Welcome and thank you so much for being a part of the **Lake Havasu Farmers Market**. We are so excited to share this amazing opportunity with our community. This is OUR Farmers Market and we want to make it the BEST it can be, we value your feedback and would love to hear about your experience. If you have any questions about the Terms of Use or the Guidelines attached, please contact us.

We are all not fans of all the legal guidelines and paperwork, but please keep in mind that we want to grow this event and keep it in our community. Our team asks for your cooperation in providing all the necessary documentation in order to make our event run smoothly. This includes all federal, state and municipal regulations and taxes regarding your products.

Terms of Use and Agreement

As a condition to its participation in the Lake Havasu Farmers Market, the undersigned Participant expressly acknowledges and agrees to the following Terms of Use:

1. **Fee Structure.** Participant agrees to remit the following fees to the Lake Havasu Farmers Market presented by Havasu Together. Vendor fees cannot be made without first receiving an invoice.

Seller Fees: Fees must be paid a minimum of 1 day prior to each market. If payment is not received, your position is unsecure and will be released to next in line. There is a discount if the vendor commits to participating in multiple markets. For the January – June 2024 markets, if the seller commits to less than 6-markets, the fee is \$40 per market. A 6 or more-market commitment is \$35 per market. The market dates do NOT need to be consecutive dates in order to receive the 6-market discount. A 12-market commitment (all season) is \$384 (\$32 per market.) Vendors must prepay the 12-market rate in order to receive the discount. For January, February, March and April, inside spots will be an extra \$5 fee. **To commit to the 12-market season, vendor products must fall into one of the following categories: food, plant, and/or garden. The \$384 fee must be paid in full by January 31, 2024.**

NON-SEASONAL VENDORS WILL BE ON ROTATION DUE TO SPACE LIMITATIONS, ESPECIALLY WHEN THE MARKET IS ONLY INDOORS.

In the event you are unable to attend, the fee is non-refundable and cannot be transferred to another market participant. No rain checks, credits or refunds under any circumstances.

Value Added & Non-Profit Fees: Participants who are at the market not to sell but solely to promote their local business will submit a fee of \$25 per market. The fee must be paid 2 days prior to each market. If payment is not received, your position is unsecure and will be released to next in line. In the event you are unable to make a market, it is non-refundable and cannot be transferred to another market participant. No rain checks, credits or refunds under any circumstances.

*Our preferred method of payment is by PayPal. Follow the PayPal link on your invoice to OUR account. DO NOT use your personal PayPal account for this payment if you have one. Use the link located near the bottom of your invoice to complete your payment or follow the link in your MMM profile under the “account” section to the PayPal link.

2. **Proof of Insurance.** Prior to the Seller's first day at the Lake Havasu Farmers Market, the seller must provide proof of commercial general liability insurance in an amount not less than \$300,000 per occurrence for property damage, bodily injury and personal injury with an insurance carrier possessing a minimum AM Best rating of A or better. **Havasus Together, 2138 McCulloch Blvd N, Lake Havasu City, AZ 86403** shall be named as an Additional Insured on the seller's general liability insurance policy and each seller shall deliver a certificate of insurance and endorsement of additional insured evidencing such coverage.

3. **Proof of Licensing** Prior to seller's first day at the Lake Havasu Farmers Market, the seller must upload a copy of seller's applicable license, permits, and other items required. Please retain a copy at the Market and **upload a copy of applicable permits to your MMM vendor profile.**

- **Business License** (temporary, \$14/event, or annual) for more info, please contact Lake Havasu City at 928-453-4153. It is the vendor's responsibility to obtain and maintain a LHC business license. All vendors not licensed at the time of submitting the application will be considered non-active/incomplete until this requirement is met. Please update license number and expiration date under the MMM vendor profile. <https://www.lhcaz.gov/business-license>.
- **Food Handlers Card or Mohave County Health Certificate:** for more info, please contact Mohave County Department of Public Health at 928-453-0712.
- **Permits or Certificates** to make and/or sell your product according to the State of Arizona: reference the AZ Dept. of Agriculture & AZ Dept. of Health Services (i.e. Home Baked & Confectionary Goods Registration and Nest Run Egg Registration) <https://www.azdhs.gov/preparedness/epidemiology-disease-control/food-safety-environmental-services/cottage-food-program/index.php>.
- **Arizona Transaction Privilege Tax** (TPT) for State & City sales tax: reference AZ Dept. of Revenue at <https://azdor.gov/transaction-privilege-tax-tpt>. A TPT license might be required BEFORE applying for a business license. A required TPT license depends on multiple factors such as the type of product being sold.

4. **Ownership.** All participants acknowledge that the Lake Havasu Farmers Market is the owner of all right, title, and interest in and to all Lake Havasu Farmers Market trademarks, logos, and names. Any use of the Lake Havasu Farmers Market shall be subject to review and approval. For the avoidance of doubt, nothing in these Terms of Use should be construed as granting, by implication or otherwise, any license or right to use any of the Lake Havasu Farmers Market without prior written approval.

5. **Warranties.** All participants warrant that its participation at Lake Havasu Farmers Market shall be performed in a professional manner, consistent with industry standards and in accordance with these Terms of Use and the Guidelines attached hereto. Participants warrant that its participation in Lake Havasu Farmers Market shall comply with all applicable laws and regulations, as well as any city ordinances. Participant warrants that the goods and services it offers and sells ("Sellers Products"), and the intellectual property, logos, advertisements, and trade names it uses ("Sellers Marks") do not infringe or misappropriate any third party's rights. Participant warrants that it has all the rights, power, and authority necessary to display, use, offer, and sell the Marks and the Products.

6. **Indemnification.** Participant agrees to defend, indemnify, and hold harmless Lake Havasu Farmers Market and its affiliates, managers, members, employees, and representatives from and against any and all loss, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees), incurred in connection with any claims, allegations or suits, regardless of merit or outcome, arising from or relating in any way to: (a) participation in Lake Havasu Farmers Market, including but not limited to the acts, omissions, sale of goods, and provision of services at Lake Havasu Farmers Market of or by participant or its employees, agents, representatives or guests,
12/21/2023

including, without limitation, injury or illness to market customers or damage to The KAWS, (b) any breach by a participant of any provision of these Terms of Use and the Rules and Regulations attached hereto, (c) any violation by a participant of any applicable law, regulation, or rule, (d) any action undertaken by a participant that is outside the scope of participant's authority under these Terms of Use and the Guidelines attached hereto, and (e) any infringement or other misappropriation by a participants of any third party's intellectual property rights.

7. Responsibility for Taxes. Lake Havasu Farmers Market shall not be responsible for withholding or paying any income, payroll, social security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on participant's behalf. Participant shall be solely responsible for and shall indemnify Lake Havasu Farmers Market & The KAWS and its affiliates from and against, any such taxes or contributions, including penalties and interest.

8. Modification; Right to Terminate Participation. These Terms of Use and the Guidelines attached hereto may be amended or modified by Lake Havasu Farmers Market in its sole and absolute discretion. Unless otherwise indicated by Lake Havasu Farmers Market, any such amendment or modification shall be effective immediately upon notice to participant. Lake Havasu Farmers Market reserves the right to immediately terminate participation at the Market for any or no reason, without liability of any kind.

9. DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LAKE HAVASU FARMERS MARKET IS PROVIDED "AS IS" WITHOUT WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTIES OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. PARTICIPATION IN THE LAKE HAVASU FARMERS MARKET IS AT ITS OWN RISK AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EASTWIND LLC WILL HAVE NO LIABILITY TO PARTICIPANT FOR ANY LOSS, DAMAGES OR CLAIMS ARISING FROM PARTICIPANT'S PARTICIPATION IN THE LAKE HAVASU FARMERS MARKET.

10. Basis of the Bargain. Participant acknowledges that the fees have been set, and its participation in the [Lake Havasu Farmers Market](#) is approved, in reliance upon the limitations of liability, remedies, and disclaimers of warranties and damages set forth herein, and that all such limitations and exclusions form an essential basis of the bargain between the participant and the Lake Havasu Farmers Market.

11. Governing Law; Venue. These Terms of Use and the Rules and Regulations attached hereto shall be governed by the laws of the State of Arizona without regard to its conflict of law principles. Participant irrevocably consents to the nonexclusive jurisdiction and venue of the state and federal courts located in the State of Arizona.



Market Guidelines and General Information

Location:

The KAWS
Main Street & Mulberry Ave
2144 McCulloch Blvd North
Lake Havasu City, AZ 86403

Event Schedule:

2nd & 4th Saturdays of the Month
Year-Round, wind, rain or shine
8 am - Noon

Voicemail & Text:

928-235-8105

Connect with Us:

www.LakeHavasuFarmersMarket.com
facebook.com/lakehavasufarmersmarket
Instagram: [lake_havasu_farmers_market](https://instagram.com/lake_havasu_farmers_market)

Email:

LakeHavasuFarmersMarket@gmail.com

WiFi:

Not available at this time
Hot Spots work great!

Market Conduct

This is your market as much as it is ours. Surely you will agree with the policy that consistency (being here at least monthly), timeliness (being set up, car moved and ready to sell 15 minutes prior to market opening) and friendliness (being considerate of each other) are essential for us to thrive! We do not support negative speak in the marketplace. If you struggle with any of these things then our market is likely not a good fit for you.

Lake Havasu Farmers Market Integrity

We strive to maintain integrity of a farmers market. **As such, in order to be a consistent seller, products must fall into one of the following categories: food, plant, garden or health/self-care.** If your product does not fit into one of the listed categories you may apply as an Artisan (see below). The market reserves the right to determine categorical placement and may reject any applicant at any time for any or no reason. We believe in healthy competition and that every Seller has something different to offer. This means that we often do not limit the number of participants selling a similar product. Applying to the market does not guarantee acceptance. The market manager will communicate via email about acceptance to the market.

The Artisans

The number of artisans admitted to the market is limited. Artisans likely participate in the market on a rotating schedule. The market reserves sole discretion to rotate artisans based on its judgment and discretion. Artisan includes but is not limited to jewelry, art, craft, music, and educator. For multilevel company distributors (direct sales) and consultants, please see below.

Market Application

The Lake Havasu Farmers Market has a yearly application with profile updates available 4-6 weeks before the first market of the season in July. Applying to the market can be done at any time once the application is available for the season. Please check the website for updated information.

Quality & Pictures of Products

Lake Havasu Farmers Market is not a producers-only market. While we strongly promote and emphasize locally grown first, we recognize that many things do not grow, or are not produced in Arizona. We embrace and appreciate the sellers who work hard to source these sustainable, specialty items for sale at the market (i.e., fish, coffee, various fruits and vegetables, olive oils, etc.)

We pledge transparency for our customers, and we do expect you to be honest and open with customers. It is unethical to source an item and pretend that it is something you have grown, made or created. It is unethical to purchase food items wholesale and repackage them to look like your own product. Please know that a violation of these policies will be grounds for dismissal at the market.

Sellers are only allowed to sell the items identified in the pictures that are uploaded into the application. If the seller would like to sell other items, they must update and re-submit an application for approval by the market manager. If you need technical assistance, please contact info@managemymarket.com. Failure to send in a completed application will create a “hold” and the application will be incomplete until requirements are met. Do NOT bring new products to the market to display on market day. Upload pictures of the new items to the vendor profile for verification and approval. No products waiting for approval may be sold on market day.

Products That Don't Qualify to Sell

The Market does not accept applications for food items or products that have been heavily processed or manufactured in large mass production facilities. Due to this fact, we also do not accept sellers who are distributors or consultants for Multilevel Marketing Companies. These distributors or consultants can apply to be an educator who holds a class or demonstration about the health benefits of the product or ways to utilize the product to make food or health related items. A health permit is required if any of the product is sampled so, please contact the Mohave County Health Department.

Day of Market

When selling at the market you are committing to being present and set up for the entire duration of market. We expect your booth to be setup, car moved and ready to sell 15 minutes prior to market opening. We expect you to be in your booth for the duration of the market, or have a fellow participant watching your product for bathroom breaks. In addition, the breakdown of your booth **cannot** begin before the close of market.

Vehicle parking must be away from the primary parking spots on McCulloch Blvd and the front spots in the back parking lot of The KAWS. When unloading product, please do so as quickly as possible and then move the vehicle before setting up the vendor booth. Vendor vehicles are not allowed to access the side parking lot where vendors are setup after 7:30 am or before noon.

Waste Management

Sellers are responsible for keeping their space clean during the market and for complete cleanup of their space at the close of the market. This includes taking with you any trash or garbage that is generated in or around your space and sweeping up any product debris left on the ground. Sellers are not permitted to dispose of produce waste, overripe, leftovers or boxes in any on-site garbage cans or dumpsters. If needed, sellers should bring their own brooms and dustpans.

Vendor Booth Space

For markets from October – May, we make no guarantees as to whether your assigned booth will be indoors or outdoors. We do our best to accommodate requests but not all requests will be granted. From June – September, the market in will be **indoors only**.

Layout and vendor placement is up to the market manager. Vendor space location is not guaranteed to be the same at each market. Full-time vendors do receive first priority. The market manager does his/her best to accommodate requests but the ultimate decision is at the discretion of the market manager. Market layout changes will be made as the market dictates. No spot is a bad spot or owned by you. If the market manager needs to move you, please honor their request without incident. The market manager knows what they are doing.

The vendor is responsible for securing canopies and product. The market is not responsible for any injuries or loss of product to the vendor or patrons due to improper set-up or negligence.

Product pricing must be displayed, spaces kept clean and professional looking. Boxes are to be hidden underneath the table or kept neatly behind the booth.

Inside Space

The booth space indoors is approximately 8' x 4'. Vendors inside must think creatively with their design and build their display vertically. Indoor space is mostly reserved for perishable items. The KAWS tables and chairs are available for use indoors only. Indoor vendors must help take out and bring in the extra chairs at The KAWS.

Outside Space

The booth space outside is 10' x 10'. Limit the size of the canopy to the 10' x 10' space and properly weight the canopy. If the canopy is larger, the vendor will need to pay for an extra space or go without a canopy. Special attention is needed in windy weather. Vendors must bring their own tables, chairs, table coverings and signage.

Methods of Payment

Square or similar programs are an acceptable method of payment at the Market. Before the day of the market, verify you have a strong enough cell signal to process the transaction. Please make sure you have adequate cash and change for customers paying with cash.

Employees

It is your responsibility as the business owner to ensure any/all employees are familiar with the policies indicated in this Terms of Use & Agreement and the Guidelines prior to starting at the Market.

Attendance & Tardiness Policy

To promote consistency, reliability and excellent customer service, we have the following attendance policy in place:

1. Participants are expected to attend all markets they sign up for. If a cancellation is necessary, participants must provide the market with at least three days' notice. Failure to do so or continued absences may result in the participant losing their space for the remainder of that market season.
2. All participants are required to be on site 30 minutes early to ensure set up is complete before the market opens. Any participant not able to arrive 30 minutes early on a given day must call the market and indicate what time they will be arriving and the reason. This will allow the market to place a sign at the seller's space indicating the expected time of arrival and answer any questions our customers may have.
3. Failure to communicate with the market manager and continued lateness may result in sellers losing their space and being dropped from the market.
4. Repeated tardiness or last-minute cancels will result in: verbal warning, written warning, then dismissal
5. We have zero tolerance for no-shows at Lake Havasu Farmers Market. Any missed market needs to be relayed to the market manager.

Illegal Drugs & Smoking

Illegal drugs are not permitted at the market. Smoking is not permitted inside The KAWS or in close proximity to the Lake Havasu Farmers Market or any outdoor seller or entertainer. The Market committee reserves the right to request that smokers extinguish or move if it is perceived that their activities are causing a health risk to nearby participants or customers.

Handwash Stations

Required handwashing stations will be provided for indoor market customers and any participant using the commercial kitchen. The market will meet the requirements of the Mohave County Health Department. Participants may be required to have their own station and the market will not provide these stations.

Pets

A farmers market is not the best place to bring a pet. If customers do choose to bring a pet please abide by these rules:

- Dogs must be kept on a short leash
- Dogs must be under control and by the owner's side at all times
- Pets must be kept away from produce, plants and other food products
- Pets must be friendly

If a vendor has a pet, they must be leashed and kept at the back of the booth space.

Food Safety

Participants and their employees are responsible for informing themselves and complying with federal, state and local health regulations and licensing requirements governing the production, display, distribution, sampling and sale of their product. Participants providing samples of their products must comply with the rules for market sanitation and the Mohave County Health Department.

Questions

Thank you for your interest in the Lake Havasu Farmers Market! Please contact us with further questions.