

Internal Use Only	
Signed Paperwork	
COI Insurance	
Permits/License	
Payment Received	
Booth/Space #	

2025 Season Vendor Agreement

Business Name:			
Type of Business:			

Welcome to Copa Farmers Market!

Our "Mission Statement" To bring the community together, supporting small and local businesses that provide a unique product or service that enriches the lives of our community"

We are super excited about bringing this back to our great City of Maricopa. As many of you have seen us grow in the past several years this is just what our community has been missing. We want to bring to the community a diverse range of opportunities for our vendors to promote their business and bring your creativity to share with each other.

Central Arizona College - Maricopa is an amazing place to have our market with all the flexible outdoor space and even available indoor space for our summertime. The Copa Farmers Market is a Private Entity and shall have full rights and determines whether a vendor is eligible or ineligible to participate. It's solely at the discretion of the market organizer. The Copa Farmers Market's provides a diverse selection of high-quality, locally produced goods. Vendor participation is limited to those selling agricultural products, handmade goods, or food items that align with the Copa Farmers Market's purpose. Vendors may not use their space for advocacy, proselytizing, political campaigning, or distribution of non-commercial materials. All sales must be of tangible goods and related to the Copa Farmers Market's core mission. The market reserves the right to decline or revoke vendor participation for businesses or organizations whose primary purpose is not aligned with the sale of products that fit within the Copa Farmers Market's commercial scope. No signage, literature, or promotional materials unrelated to the vendors approved goods may be displayed or distributed. Decisions regarding vendor acceptance are at the sole discretion of market management and are final. This approach ensures the policy is content-neutral (focusing on the types of goods allowed rather than banning groups based on identity or beliefs). It reduces legal risk while still achieving the Copa Farmers Market's goal of limiting political and religious organizations.

1. Vendor Information & Criteria: All participating vendors must meet our criteria and align with our mission and values. There could be more than one of the same categories and will be assigned apart from the other. This market is organized for Vendors to only sell items that their business identifies with. We will not be responsible for your sales.

All vendors must fill out an application, meet our market criteria to be considered and be approved by the committee. If you are approved, you will be notified by email only. Vendors may be required to obtain necessary licenses, permits, etc. which can take some time especially if you are a food truck or food/beverage vendor. This must be on file with the committee at least ten (10) days prior to the event. As for

any changes regarding your business that affect the market, you must notify the committee within fourteen (14) days to ensure that you still meet our requirements, or you might not be able to participate. Booth/space sharing is prohibited in the market.

- 2. Liability Insurance: Vendor agrees to procure, at their expense, and maintain during the term hereof, a policy of general liability insurance, against claims for bodily injury, death, and property damage occurring in connection with Vendor's use of any portion of the facility and/or facilities contents, which insurance shall name Copa Farmers Market and Central Arizona College as an additional insured and be primary and non-contributing to any coverage maintained by or on behalf of Copa Farmers Market. Such insurance shall have the minimum limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate. The vendor will provide Copa Farmers Market with a COI (Certificate of Insurance) or declarations that such insurance coverage is in effect. This must be submitted with the completed Vendor Agreement and must be kept on file with the market prior to the event. This will indemnify the Copa Farmers Market and Central Arizona College against any loss from injuries to any person or property resulting from Vendor's use of the facility and premises.
- **3. Independent Contractor:** Vendor is an independent contractor and does not have the authority to represent itself as an agent or representative of CAC.
- **4. Force Majeure:** In the event of sickness or accident to the Vendor or if the event is prevented, rendered impossible or infeasible by any act or regulation of any public authority, civil tumult, strike, epidemic, war conditions or emergencies, or any cause beyond control of the Vendor, CAC or Copa Farmers Market and not caused by the negligence of the non-performing party, provided that the non-performing party gives prompt notice of such conditions to the other party and makes all reasonable efforts to perform, it is understood and agreed that there shall be no claim for damages by either party to this agreement, and Vendor's obligations to perform services shall be deemed waived. In the event of such non-service, the money advanced to the Vendor hereunder, shall be returned, except any expense the Vendor has incurred specifically for this engagement when the Vendor was otherwise ready, willing and able to provide services, shall be deducted from the amount returned.
- **5. Media/Social Media:** Vendor agrees to give authorization to Copa Farmers Market, Central Arizona College to allow the use of photography, drone videos, and live video posts on social media as a form of branding and promotional and other purposes, and such videos and photography is the property of Copa Farmers Market. We will not enhance or modify original images without prior consent by Vendor.
- **6. Payment/Late Fees:** Payment is due within **Ten (10) days** prior to the event to guarantee space and/or location. Payments may be made online only www.CopaFarmersMarket.com **Any vendor that fails to pay before the due date will be subject to an automatic late fee of \$10.00.** Copa Farmers market cannot guarantee your total sales. All payments are non-transferable to another vendor or event date.
- 7. Set Up/Break Down: Vendors will be able to set up no earlier than 2 hours before and no later than 2 hours after the event. Per Fire Marshall, all tents/canopies, display boards, shelves, racks, etc. shall be safely secured (i.e. sandbags, stakes, weights, etc.) to prevent any injuries or damage to other vendors, property and guests. Chairs and tables will be the responsibility of the vendor and no more than two (2) per space. Each vendor space is approximately 10x10 and a maximum of 3 spaces per vendor. The scheduled time of the event is from 10am 2pm unless otherwise changed by the CFM and summertime space size and location will be TBD. Vendors must stay onsite for the entire duration of the event unless permission is received in writing from CFM. No vehicles will be allowed in the vendor area during the event. For the health and safety of

our patrons, other vendors, guests, all Food Truck vendors must unhitch their tailer from their vehicle by opening market time. You will not have access to drive any vehicle into the market area during market times.

- 8. Vendor parking: Parking for vendors will be assigned according to plan (See map).
- **9. Electricity:** may or may not be available in all areas and subject to availability. If you require electricity there will be an additional \$5/day (in addition to your space fee.) Any generators must be approved as part of the application process and notify the market at time of applying. There is NO trash service, you **must** provide your own trash receptacle and take it with you at the end of the event and do not use property dumpsters.
- **10. Cancellations/No Shows:** Any cancellations must be made in writing fourteen (14) days prior to the next scheduled event. If paid in advance for the desired dates or months, you will be fully refunded and/or prorated for the remaining months if applicable. Any vendor who does not attend the event as agreed, there are no refunds and fees cannot be transferable.
- 11. Conduct and Behavior: All vendors shall have due consideration and respect for all vendors, hosts and guests. We will not tolerate any misconduct or such behavior of any kind that may result in offensive, disrespectful, inappropriate language or behavior. You will be escorted immediately by the police and your participation will be terminated indefinitely. No alcohol is permitted on campus at any time. Any vendor that advertises, showcases any inappropriate merchandise, verbiage that may be construed as "Not Appropriate" will be asked to have it removed or taken down failure to comply will result in immediate termination of our agreement. Vendors should not scream, shout out to solicit their business or organization, physically touching to pull guests into their space is not acceptable. Any behavior that shall be deemed a disruption to the market will be asked to discontinue such events and be given a warning and/or terminated from the event.
- 12. Indemnification/Hold Harmless: The Vendor agrees to and shall indemnify and hold harmless the Copa Farmers Market LLC and Central Arizona College, its governing board, officers, employees, students, agents, volunteers individually and collectively, from and against all fines, suits, claims, demands, actions and liability, loss, theft, damage, costs or express (including reasonable attorney's fees and costs) arising from as a result of the death of a person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to CAC the extent directly or indirectly caused by any acts done thereon or any errors or omissions of The Vendor or its agents, servants, employees, contractors, or invitees without regard to the limits of liability insurance coverage required. The obligations of the Vendor under this paragraph shall not in any way be affected by the refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Premises. If any claim, action or proceeding is made or brought against Copa Farmers Market LLC or Central Arizona College by reason of any event which is the subject of the foregoing indemnity, then, upon demand by Copa Farmers Market LLC, the Vendor, at its sole cost and expense, shall resist or defend such claim, action or proceeding in Copa Farmers Market or Central Arizona College name. The foregoing indemnity and defense shall not apply to the extent of any negligence or willful misconduct of Copa Farmers Market or Central Arizona College.
- **13. Theft/Loss:** Neith Copa Farmers Market or CAC, its committee board, it's governing board, officers, employees, students, volunteers and agents, shall be responsible for losses by the Vendor or the Vendor's patrons, invitees, officers, agents, or employees due to theft or disappearance of equipment or other personal property. In accepting delivery of property addressed to the Vendor, CAC and Copa Farmers Market is acting only for the accommodation of the Vendor and shall not be liable for any loss or damage thereof.

The Vendor assumes all responsibility for any property placed in storage at CAC or otherwise left at CAC during the run of the event.

- **14. Compliance with Laws:** The Vendor shall comply with all policies and procedures, regulations, safety and fiscal procedures, laws, ordinances, and statutes applicable to CAC and the use of the premises. Compliance shall include without limitation (a) obtaining all applicable permits and licenses (b) paying all applicable taxes (gross receipts and income on merchandise) and (c) ensuring moderate level personnel background checks have been conducted for Vendor's employees prior to providing service(s) to Copa Farmers Market and CAC.
- **15. Non-Discrimination:** The Vendor, in its use of the premises, shall not discriminate against any person, entity, or group because of age, race, sex, creed, color, religion, or national origin, nor otherwise commit an unfair practice.
- **16. Animals:** Service Animals will be allowed on the premises in accordance with the Americans with Disabilities ACT. All other animals are prohibited without prior written consent from CAC or Copa Farmers Market. Consent may be granted or denied in its sole discretion. All pets must be always kept on leash and owners must pick up after their pets.
- **17. Drug-Free Environment:** The Vendor is hereby advised that Copa Farmers Market and CAC have adopted a policy establishing a drug-free workplace for themselves and as a requirement for vendors, contractors doing business with CAC to ensure the safety and health of employees working on agreements, contracts, or projects. No Vendor, employees or patrons should be under the influence at any time. Failure of the vendor to require a drug-free workplace in accordance with CAC's policy may result in termination of this agreement.
- **18. Dangerous Use:** Copa Farmers Market will reasonably determine that the use to which the Premises shall be put by the Vendor will not or is not likely to: (a) create a dangerous or unsafe condition, (b) create a condition improper, incendiary or dangerous to the public health, or safety, or (c) endanger or deteriorate CFM of any part thereof by fire, water or other means of any nature. The Vendor agrees that CFM may summarily cancel this agreement without any advance notice if CFM makes such contrary determination of if the Vendor in fact violates any of the provisions of this paragraph. In the event of cancellation based on such a determination, the Vendor understands and agrees that no liability whatsoever shall attach to CFM or CAC by reason of such cancellation.
- **19. Public Safety:** The Vendor agrees, always, to conduct its activities at CFM and CAC with full regard for public safety. The Vendor should not in any way interfere with exit signs, including attaching anything to panic hardware. All exit signs shall be kept clear and illuminated. All items brought by the Vendor must comply with state and local fire ordinances. Any non-compliant items must be removed from the premises. CFM and CAC are subject to fire and safety inspections at any time.
- **20. Use of Facilities:** CAC and CFM reserves the right to impose reasonable time, place and manner restrictions on the use of the Central Arizona College facilities by any member of the public or the Vendor.

21. Event Dates & Fees: Please Select Special Introductory Rate January – March \$50 per event, April – December \$75 per event Food Trucks \$125 per event **** Market will not require a percent Please, check the dates of your participation:	Electricity Needed: \$5/day (limited supply, based on availability) tage of sales****				
3/02/25 5/11/25 7/20/25 9/28/25 3/16/25 5/25/25 8/03/25 10/12/25 3/30/25 6/08/25 8/17/25 10/26/25 4/13/25 6/22/25 8/31/25 11/09/25 4/27/25 7/06/25 9/14/25 11/23/25	12/07/25				
****June through September – Mini Market will be held indoors at CAC TBD**** In Witness Whereof, all parties have read and agreed by this Vendor Agreement.					
Contact Name:					
Address:					
Phone Number:					
Email:					
Vendor Signature:	Date:				
Market Manager Signature:	Date:				
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