



MOULTON COMMERCE MARKET GUIDELINES

Policies
Procedures
Permits
Application

**Moulton Commerce Market
City of Moulton
P. O. Box 369
Moulton, Texas 77975**

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Application Requirements and General Information

VISION: Establish and support activities in the downtown area that create a sense of community, social gathering and foster economic growth.

MISSION: Establish and oversee a “Commerce Market” located near the downtown.

PURPOSE: Enhance the quality of life within our community and to promote continuing development for the City of Moulton.

Please make sure you read the contents of this packet before submitting an application.

All Vendors must complete and submit:

1. Vendor Application
2. Indemnity Agreement

Food Vendors: (not including produce or cottage food producers) must also complete and submit:

1. Data sheet of Temporary Food Establishments
2. Any required licenses, permits, or other documents needed by the Health Department.

Forms should be directed to:

Moulton Commerce Market
City of Moulton
P. O. Box 369
102 S. Main Street
Moulton, Texas 77975

Or electronically by email: cityadmin@cityofmoulton.com

Market Rules and Regulations

General Vendor Guidelines

1. The market is located downtown Moulton (under the oak trees).
2. Hours of operation are 8:00 a.m. to 3:00 p.m. the Second Saturday of each month, rain or shine.
3. Vendors may set up starting 7:00 a.m. for the opening of the Market at 8:00 a.m.
4. The City of Moulton will have final approval of all vendor participation and final authority on site to interpret and enforce rules and regulations.
5. Vendors not complying with instructions or rules of the Market will be considered in material breach and default of the agreements, and may be asked to vacate their premises immediately.
6. The City of Moulton may at its sole discretion revise the Rules and Regulations, and may alter operations of the market at any time. Current rules will be available at City Hall.
7. Vendors agree to comply with the rules of the Market and abide by the final decisions of the City of Moulton.
8. The City of Moulton reserves the rights to reject any application.
9. Vendors shall sell only items that have been approved on the application submitted. The Market has sole discretion to add or delete items from the list.
10. No produce purchased at any retail outlet, even at a reduced cost, can be sold at the market.
11. All vendors, without exception, must sign the Indemnity Agreement before they can sell at the market.

Required Permits and Fees

All vendors must complete and turn in a Market Vendor Permit to participate in the Moulton Commerce Market. Food vendors must meet additional Health Department requirements and submit all requested paperwork to participating in Market.

There is not charge for the Market Vendor Permit or the Temporary Food Establishment Permit.

Market Code of Conduct

The Moulton Commerce Market is a City sponsored event. Market vendors complying with all rules and regulations will be allowed to continue to participate at the market. Incidents of unruliness and verbal disdain will not be tolerated and will result in immediate and permanent expulsion of the market.

1. The market and immediate vicinity is a “family friendly” area and all are expected to act appropriately.
2. Vendors are required to wear shoes and shirts at all times.
3. Foul language, profanity, or other rude behavior is not permitted.
4. Possession of firearms or consumption of alcohol or use of drugs, or operating under the influence is not permitted and is grounds for permanent eviction from participating in the market.

Space Assignment

The City of Moulton will allow any vendors to set up under the oak trees located directly in front of the downtown area. All space provided is on a ‘first come, first serve’ basis.

Vendor Rules

1. All vendors must complete and submit an application which includes acceptance of the Market Rules and Regulations.
2. Required applications, permits, licenses must be complete **BEFORE** vendors will be allowed to participate in the market.
3. Vendors must provide their own table, chairs, signs, cover, etc.
4. There will be no electricity available. There will be no restroom facilities available.
5. Vendors will be required to remove all articles related to their use of the area when market concludes on each market day.

INDEMNITY AGREEMENT

WHEREAS, _____,
a vendor, charitable organization or other type of entity (user) desires to participate in the Moulton Commerce Market; and

WHEREAS, such organization meets the criteria for participation in the Moulton Commerce Market and agrees to obey the rules of the market and understands the nature of operating within the Moulton Commerce Market and their responsibilities as a Market Vendor or participant in the market, including assuming responsibility for safe operation and conduct of their business within the market; the use agrees to indemnify, hold harmless and defend the City of Moulton, its officers, agents and employees from and against all liability for and all claims, suits, demands, and/or actions for damages, injuries to person (including death), property damage (including loss of us) and expenses including court costs and attorney's fees and other reasonable costs occasioned by or arising out of User's presence within the market area permitted by the City of Moulton conducted in connection with or incidental to participation and arising out of or resulting from the intentional acts or negligence of User, its officers, agents, employees, or person participating in the event sponsored by the User.

User further agrees that is shall, at all times, exercise reasonable precautions on behalf of, and be solely responsible for the safety of its officers, agents, employees, participants, visitors, and other persons as well as their property, while in or on the market and surrounding areas. It is expressly understood and agreed that the City of Moulton shall not be liable or responsible for the negligence of user, its agents, servants, employees, customers, visitors, and participants.

User further agrees that this indemnity provision shall be considered as an additional remedy for the City of Moulton and not as an exclusive remedy.

User Name: _____

Title: _____

Signature: _____

Date: _____

Return application and Indemnity Agreement by mail or email to:

Moulton Commerce Market
City of Moulton
P. O. Box 369
102 S. Main Street
Moulton, TX 77975

Email: cityadmin@cityofmoulton.com

VENDOR APPLICATION FORM

DATE: _____

NAME: _____

ADDRESS: _____
(street, city, state, zip code)

FARM/ORGANIZATION NAME: _____

TELEPHONE: _____ CELL: _____

TEXTING AVAILABLE: _____ YES _____ NO

EMAIL: _____

PRODUCTS TO BE
SOLD: _____

By signing this application, I agree that I have read the rules and regulations of the Moulton Commerce Market and agree to comply with them. Further, I agree to sell only those items listed in the Vendor Application form unless additional request is granted at a later date. I acknowledge full responsibility for all my actions and activities in the Market (and for those assisting me) throughout the term of the Market.

I acknowledge the authority of the City of Moulton to settle any disputes regarding product legitimacy, procedural and vendor conduct violations, and to impose any penalties, including possible suspension or removal from the market. Copies of any and all necessary licenses must accompany this application.

SIGNATURE OF APPLICANT: _____