



City of Crestview Hills Farmers' Market Guidelines 2023

Participation:

1. The City of Crestview Hills Farmers' Market consists of Kentucky or Cincinnati area growers of vegetables, fruits, transplants, and other related agricultural and horticultural products; producers of value-added items such as pickles, preserves; crafters of homemade items, etc.
2. All vendors must complete a Vendor Interest Form, available online at www.crestviewhills.com or at Crestview Hills City Building (50 Town Center Blvd.) You may also contact City Clerk Stacy Corwin at scorwin@crestviewhills.com for further information.
3. All vendors must turn in a **Certificate of Insurance** coverage and a **Business License** for Crestview Hills OR Kenton Countywide which has Crestview Hills listed on it.
4. It is recognized that although vendors sell as individuals, the City's Farmers' Market is a cohesive unit and its success depends on the cooperation and joint effort of all vendors as a whole.
5. Vendors must make, grow and/or harvest all the products they sell at the City of Crestview Hills Farmers' Market. Exceptions being representatives of Kentucky or Cincinnati made products that are not available nearby.
6. Vendors are expected to abide by the City of Crestview Hills Farmers' Market guidelines.
7. The City of Crestview Hills Farmers' Market reserves the right to prohibit anyone from selling at the City of Crestview Hills Farmers' Market if guidelines are not met, if they lack the proper licensing, or if space is not available.
8. The City of Crestview Hills Farmers' Market will accept multiple vendors of similar products based on customer demand and reserve the right to remove duplicate vendors at its discretion, as needed.

Acceptable Products:

1. The City of Crestview Hills Farmers' Market will provide an outlet for the sale of fresh picked produce, related agricultural, horticultural products and value-added products that have been grown and produced by the vendors.
2. The City of Crestview Hills Farmers' Market shall have the right to prohibit the sale of any items at its discretion (such as illegal items or items that are generally considered offensive).

Market Site:

1. The City of Crestview Hills Farmers' Market will be **located in the parking lot of Gloria Dei Lutheran Church**. GPS address of 2718 Dixie Highway, Crestview Hills, KY 41017.
2. The market will operate on Tuesday afternoons from **2:00 p.m. – 6:00 p.m.** **The 2023 Market will begin on Tuesday, May 30, 2023 and the final day will be Tuesday, August 29, 2023.**

3. City Clerk:

Stacy Corwin, Office (859)341-7373, Cell (513)808-0639
scorwin@crestviewhills.com Fax: (859)341-6993

Market Operation:

1. Fresh produce must be displayed at least 12 inches off the ground.
2. Vendors must clearly post their business or entity name in some fashion at their stall each market day.
3. Prices should be clearly displayed.

Appearances and Conduct:

1. Producers/Vendors will be neat, suitably dressed, and deal with the public in courteous and appropriate manner.
2. All vendors will display their products neatly and attractively, with consideration for the other vendors and shoppers.
3. Members are responsible for their own stalls, will supply all necessary trash containers, and will leave their site clean and in a condition acceptable to the City and Gloria Dei Lutheran Church.
4. Vehicles used to display produce must be clean – free from dirt, manure, etc.

Market Fee:

1. Producers/Vendors – One year Crestview Hills Farmers’ Market vendor lot fee is \$50.00 per vendor space. Check payments for the vendor lot fee should be made payable to **City of Crestview Hills**. (The additional cost of a Business License for Crestview Hills is \$50 for a year, Kenton Countywide is \$225 for a year – these licenses are issued by the Kenton County Occupational Licensing Department in Covington and check payments should be made payable to **Kenton County Fiscal Court**. The City’s Tax Compliance Officer can assist with the occupational license process if needed).
2. All fees are non-refundable.

Non-Discrimination:

The City of Crestview Hills does not discriminate on the basis of disability, national origin, gender, race, religion, or sexual orientation.



City of Crestview Hills Farmers' Market Vendor Interest Form

Name of Farm/Vendor: _____

Person to Contact: _____

Address: _____

Telephone: _____

E-Mail: _____

Website: _____

Desired attendance dates:

_____ - Full Season at Gloria Dei Lutheran Church – **May 30 – August 29, 2023**

_____ - Partial Season (e.g. every other Tuesday, once/month, etc.- yearly fee is the same)

Partial Season Market Schedule: _____

One Vendor space will be given. If you need more than one, please note how many and we will take this into consideration. **Please note this is not a guarantee of the requested number of spaces and the fee is \$50 per additional space.**

Spaces Requested (if more than one): _____

Do you use Organic Methods? Yes / No

Are you certified organic? Yes / No Who certifies you? _____

Do you carry product liability insurance? Yes / No

Carrier and Amount of coverage _____, \$ _____

Do you carry general liability insurance? Yes / No

Carrier and Amount of coverage _____, \$ _____

Products (please list or describe all products you plan to sell, including ingredients and source for prepared foods): _____

WAIVER AND RELEASE OF LIABILITY

All individuals and/or entities participating as a vendor in the City of Crestview Hills Farmers Market (the "market") agree that for and in consideration of his/her/their participation in the market, that he/she/they agree to waive any claims that they may have now or in the future as a result of their participation in the market or items or products that he/she/it has sold in the market.

By signing the Waiver and Release of Liability form, the vendor agrees to RELEASE and HOLD HARMLESS Gloria Dei Church of Northern Kentucky, Inc. and City of Crestview Hills, Kentucky including each entity's departments, employees, agents, administrators, elected officials, and any other persons affiliated with or employed by the City of Crestview Hills or Gloria Dei Church for any claims for damages incurred by the market participant, from any claims related to damages or injury incurred as a result of participating in the market, or any damages or claims related to products sold by the vendor at the market.

The vendor agrees that he/she/it ASSUMES ALL OF THE RISKS OF PARTICIPATING IN THE MARKET ACTIVITIES, including but not limited to any risks that may arise from negligence or carelessness on the part of those being released, including any injuries caused by dangerous or defective conditions on property owned, maintained or controlled by Crestview Hills, Gloria Dei Church, or other individuals or entities.

The vendor acknowledges that this Waiver and Release of Liability form will be relied upon by the City of Crestview Hills and Gloria Dei Church, and that it will govern the vendor's actions and responsibilities in regards to the market.

For adequate consideration, the vendor hereby takes action for the undersigned, its/his/her executors, administrators, heirs, next of kin, successors, agents, affiliates, employees, and assigns as follows:

I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur, including those that occur while traveling to and from the market. I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons being released from any and all liabilities or claims made as a result of participation in the market, whether caused by the negligence or otherwise.

The undersigned acknowledges that the City of Crestview Hills, Gloria Dei Church, and those being released are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity related to the market. The undersigned acknowledges that participation as a vendor in the market does come with risks. The risks may include, but are not limited to, those caused by the actions of customers, other vendors, or other individuals including, but not limited to, city employees and volunteers. The undersigned hereby consents to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the market.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT I HAVE THE RIGHT TO REVIEW THIS DOCUMENT WITH MY ATTORNEY AND HAVE BEEN ENCOURAGED TO DO SO BY THE CITY OF CRESTVIEW HILLS AND GLORIA DEI CHURCH.

Vendor Acknowledgement: I, _____ (PRINT NAME), have read this Waiver and Release of Liability form, and I agree to abide by the terms and conditions outlined in this document.

(Signature)

(Date)

(Title)