



Nashville Farmers Market 2015 Merchant Application

Dear NFM Applicant,

Thank you for your interest in the Nashville Farmers Market (NFM). NFM provides a venue for farmers, producers and artisans to bring fresh, nutritious, high-quality food grown or produced locally, regionally and beyond to a diverse community. In addition, NFM offers crafters and flea merchants a venue to showcase their talent, creativity and wares to our community. NFM is located on a 16 acre property in the urban core of downtown Nashville. Our facility is open 362 days of the year featuring four outdoor sheds, a garden center and a Market House offering an International Market and a diverse selection of restaurants and shops. NFM is within walking distance from many local neighborhoods including the downtown district and attracts customers from the Greater Nashville Region. In addition, NFM is recognized as a must see, daily destination for tourist and educational groups. Our daily market provides a bustling, friendly central location for shopping, dining and socializing and allows merchants to grow and maintain relationships with area residents and tourists who are interested in locally and regionally produced foods. Participation in NFM also gives merchants a unique opportunity to utilize the Grow Local Kitchen to help educate and connect with the community as well as an opportunity to develop a business relationship with Nashville Grown, a local food hub providing connectivity with local farmers and area restaurants.

Our producer-only Market operates DAILY from 8:00 am - 6:00 pm and the Market House is open DAILY from 8:00 am - 8:00 pm. In addition, NFM offers monthly nutrition and educational workshops and operates a Night Market series on Fridays from 5:00 pm - 8:00 pm May through November (peak season) and a Holiday Market in early December. NFM also hosts a variety of cultural and community events throughout the year in the Market House, North Sheds and our soon to be open Artisan Shed. We aspire to include a diverse group of merchants showcasing all our city and region have to offer. To become a merchant, please follow the Application Process below carefully.

Application Process

1. Read the Approved NFM Merchant Standards to make sure you qualify and can abide by our Rules, Procedures, and Guidelines.
2. Complete the 2015 Farmer, Producer and Artisan Market Application (included in this document or available at our website) and sign the Market Agreement. You must complete or update your application for 2015 even if you have already been a merchant at NFM before.
3. Send or delivery the completed and signed application with a \$20 non-refundable application fee payable by check, money order or credit card to the Nashville Farmers Market, 900 Rosa L. Parks Blvd Nashville, TN 37205. Applicants will receive notification and additional instructions upon review within five (5) business days of receipt.
4. Completed applications must arrive by April 1, 2015 to receive approval prior to May 1, 2015. Applications received after April 1, 2015 will be reviewed on an ongoing basis.
5. Upon approval, merchants may reserve space during NFM reservation and payment hours on Tuesday, Wednesday and Thursday from 8:30 am - 12:00 pm. Reservations require advance payment as outlined on the NFM 2015 Rate Sheet. Check, money order or credit cards are accepted. Reservations and payments may not be made outside of the NFM reservation and payment hours.

We appreciate you taking the time to complete the application process. Please call us at 615-880-2001 or email us at farmersmarket@nashville.gov with any questions. We look forward to working with you this season!

Warmest regards,

Tasha Kennard, Executive Director
Nashville Farmers' Market



NASHVILLE FARMERS' MARKET APPROVED MERCHANT STANDARDS

Farmer/Producer

A farmer/producer is a person who makes or intends to make a substantial portion of his or her income from producing permitted farm products and must demonstrate ownership or leasehold rights to the land being farmed during the entire growing season, or must have use rights pursuant to the government – sponsored or non-profit training program whose purpose is to aid farmers and their endeavors. The farmer/producer merchant may include family members and may consist of a corporation, partnership or collective, provided that the person holding the largest number of shares in the corporation meets all farmer/producer standards.

The farmer/producer must possess all required permits and or licenses and must complete and submit an application specifying permitted and supplemental farm products which the applicant wishes to sell at the market. The Executive Director or NFM designee will perform a farm inspection to determine if the farmer/producer is involved in production of permitted farm products as listed on the application. A new farmer will not be allowed to sell in the market until an inspection has been completed. Under special circumstances, a conditional approval may be issued at the discretion of the Executive Director. NFM reserves the right to re-inspect any farm at any time to ensure that all products sold may be approved for that farmer.

The farmer/producer merchant is required to display signage featuring their name and or the name of their farm and their farm's location, specifying city and state, posted in a place where customers can easily see it. Farmers/producers must locate their scales in a manner so that the customer not only has a clear view of the scale but can also see the measure and price registered on the scale.

Farmer/Producer Collective

A farmer/producer collective is a group of farmers that meet all farm/producer requirements, but wish to cooperatively market farm products with other farmers. Collective applications are not designed to provide one farmer/producer a means of wholesaling products of different farms at the market. Up to four farmers/producers may apply for as a NFM Farmer/Producer Collective for the purpose of selling permitted and supplemental farm products at the market. The farmer/producer collective may include family members and may consist of a corporation, partnership or collective, provided that the person holding the largest number of shares in the corporation meets all farmer/producer standards. Any farmer/producer named on a farmer/producer collective application may represent any or all of the holders of that group at the market. In order to qualify, each of the individual farmers/producers must meet the following requirements:

- Each individual works land on which one or more of the products to be sold are grown or produced.
- Each individual is actively involved in the production of one or more products intended for sale at the market.

The farmer/producer collective must possess all required permits and or licenses and complete and submit an application specifying permitted and supplemental farm products which the applicant wishes to sell at the market. The Executive Director or NFM designee will perform a farm inspection to determine if the farmer/producer collective is involved in production of permitted farm products as listed on the application. A new farmer/producer collective will not be allowed to sell in the market until an inspection has been completed. Under special circumstances, a conditional approval may be issued at the discretion of the Executive Director. NFM reserves the right to re-inspect any farm at any time to ensure that all products sold may be approved for that farmer.

The farmer/producer collective is required to display signage featuring their name and or the name of their farm and their farm's location, specifying city and state, posted in a place where customers can easily see it. Farmers/producers must locate their scales in a manner so that the customer not only has a clear view of the scale but can also see the measure and price registered on the scale.



NASHVILLE FARMERS' MARKET APPROVED MERCHANT STANDARDS

Food Artisan

An artisan is a person who prepares and produces a high-quality or distinctive food and beverage product in small quantities, usually by hand or using traditional methods in accordance with the definition of and standard for permitted merchandise. The artisan must possess all required permits and or licenses, complete and submit an application demonstrating the location of the kitchen where the applicant(s) will be producing, packaging and labeling the permitted products. Permitted merchandise: Baked Goods (breads, pastries, cobblers, etc), Cheese Products, Confectionary Products, Brewed and/or Fermented Products, Beverages (lemonade, juice, etc), Dog and Cat treats, Jams and Jellies, Salsa, Sauce and other r condiments, Herbs, Spices and Oil Blends, Tea, Coffee, Cocoa and other bottled or dry packed beverages, Packaged and Prepared foods or other prepared and packaged food and or beverage products upon review and approval by Executive Director.

Before the artisan is approved, the applicant must appear before the Executive Director or the NFM Designee with representative samples of the permitted merchandise which he or she intends to sell at the market. At that time, the applicant may be asked to demonstrate or explain how his or her work meets the standards for permitting merchandise as defined above. Screenings shall be held at the discretion of the Executive Director based on projected availability of space. Consideration will be prioritized for applicants who exhibit originality, skill, mastery, talent or great potential make exceptional products.

The artisan merchant is required to display signage featuring their name and or the name of their business and it's location, specifying city and state, posted in a place where customers can easily see it.

Craftsperson

A craftsperson is a person who designs and produces individually handcrafted items in accordance with the definition of and standard for permitted merchandise. The craftsperson must possess all required permits and or licenses and complete and submit an application demonstrating the location of the studio or workshop where the applicant(s) will be producing the permitted products. Permitted merchandise: an item of permitted merchandise must be a handmade article or item which resulted from the combining of a variety of materials, creative energy and skill including: Bath and Body Products, Candles and Wax Products, Glass, Pottery and Ceramics, Handmade Clothing and other Fabrics, Leather, Yard or Woven Articles, Pre-made Fabric with hand painted, airbrushed, tie-dyed or appliquéd surface design, Original Print Production/Reproduction, Handmade Stationary and Paper Products, Jewelry and Beading, Metalwork and Woodcraft, Painting, Sculpture or Other Original Artwork, Photography with or without handmade presentation, Found, Recycled and Pre-Existing objects as elements of products, Hands on experiences (face painting, design/art studio, weaving, etc) or other crafted products upon review and approval by Executive Director.

Before a craftsperson is approved, the applicant must appear before the Executive Director or the NFM Designee with representative samples of the permitted merchandise which he or she intends to sell at the market. At that time, the applicant may be asked to demonstrate or explain how his or her work meets the standards for permitting merchandise as defined above. Screenings shall be held at the discretion of the Executive Director based on projected availability of space. Consideration will be prioritized for applicants who exhibit originality, skill, mastery, talent or great potential make exceptional products.

The craftsperson merchant is required to display signage featuring their name and or the name of their business and it's location, specifying city and state, posted in a place where customers can easily see it.



NASHVILLE FARMERS' MARKET APPROVED MERCHANT STANDARDS

Flea Merchant

A flea merchant is a person who retails vintage, international or flea market items in accordance with the definition of and standard for permitted merchandise. The flea merchant must possess all required permits and or licenses and complete and submit an application demonstrating the product(s) they wish to retail. Permitted merchandise includes international street food, international artisan goods (labeled, prepared and packaged food and beverage), international or vintage goods and textiles (original art, collectibles, jewelry, baskets, handcrafted and imported items, woven rugs, linens, new and secondhand clothing), woodwork, metalwork, woven and handcrafted goods or services and musical instruments, vinyl records and memorabilia.

Prohibited Items include: perfume, oils, incense, beauty, personal care or cleaning products, CDs/DVDs, electronic equipment or accessories, used household or baby gear products, knock off, stolen, recalled or counterfeit goods, firearms, gunpowder, fireworks or explosives, tobacco and vapor products, commercial services and sales (insurance, travel, etc) and bottled beverages, snacks or concessions (unless vendor is approved as street food merchant).

Before a flea merchant is approved, the applicant must appear before the Executive Director or the NFM Designee with representative samples of the permitted merchandise which he or she intends to sell at the market. At that time, the applicant may be asked to demonstrate or explain how his or her merchandise meets the standards for permitting merchandise as defined above. Screenings shall be held at the discretion of the Executive Director based on projected availability of space. Consideration will be prioritized for applicants who exhibit originality and showcase exceptional products.

The flea merchant is required to display signage featuring their name and or the name of their business and it's location, specifying city and state, posted in a place where customers can easily see it.



NASHVILLE FARMERS' MARKET 2015 APPLICATION CHECKLIST

This application helps us learn more about you and your growing/production practices in addition to helping you understand what is important to us as market organizers and consumers. We must have copies of all required documents and applicable permits as we are required to have these for review and on file for each merchant. Applications are due by April 1, 2015 and each applicant will be notified within 5 business days of receipt with additional instructions. Applications received after April 1, 2015 will be reviewed and notified on an ongoing basis. The following checklist is provided to help you and NFM management evaluate your application and ensure that all required documents are provided and complete. 2014 merchants must reapply and should make sure to send us any corrections, updated documents, new permits or any other information that has changed as previous applicant documents will not be utilized in the 2015 application process.

Approval grants eligibility to rent selected NFM facilities during the approval period. Complete each section below as indicated in type or legible print, and submit the signed application with the application fee or license renewal fee as required.

Applicant Type (check all that apply):

- Farmer/Producer (FP)
- Farmer/Producer Collective (FPC)
- Artisan (A)
- Crafter (C)
- Flea (F)
- Non Profit (N)

Applicant Check

NFM Review

Required for all merchant types:

- | | | |
|--------------------------|--------------------------|-----------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Completed Application |
| <input type="checkbox"/> | <input type="checkbox"/> | \$20 Application Fee Per Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Certificate of Liability Insurance |
| <input type="checkbox"/> | <input type="checkbox"/> | Current Business License from a Tennessee Governmental Entity |
| <input type="checkbox"/> | <input type="checkbox"/> | Sales/use tax certificate of registration -OR- federal/state tax exempt status document |

Additional Requirements for Farm/Producer and Collectives:

- | | | |
|--------------------------|--------------------------|------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Directions to your Farm or production facility (a Google Map print-out) |
| <input type="checkbox"/> | <input type="checkbox"/> | Farmer/Producer Product Origin Declaration |
| <input type="checkbox"/> | <input type="checkbox"/> | Growing Practices Certifications (if applicable) |
| <input type="checkbox"/> | <input type="checkbox"/> | Schedule F Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Additional Farmer/Producer Applications for Supplemental Products and or Collectives (if applicable) |

Additional Requirements for Artisans and Street Food Applicants:

- | | | |
|--------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | TN Department of Health Permit to Prepare Food (if applicable) |
| <input type="checkbox"/> | <input type="checkbox"/> | Food Processing Certifications - Serve Safe (if applicable) |
| <input type="checkbox"/> | <input type="checkbox"/> | TN Department of AD Manufacturer Plan Review OR Health permit to prepare food |
| <input type="checkbox"/> | <input type="checkbox"/> | Certified Kitchen Information (Certificate, address, owner's telephone number, email, and confirmation letter of certified kitchen rental) |

Applicant Signature: _____ **Date:** _____

NFM Reviewer Signature: _____ **Date:** _____



**Nashville Farmers' Market
2015 MARKET APPLICATION**

I. CONTACT INFORMATION

Applicant's Name: _____

Business Name: _____

Address: _____

City, State Zip: _____

County or Township: _____

Business Telephone: _____ Home Telephone: _____

Mobile: _____ Fax Number: _____

Email Address: _____ Website: _____

Type of Business (i.e. Sole Proprietor, Corporation, LLC, Partnership): _____

Vehicle Type (i.e. van, pickup): _____ Length: _____ # of Wheels: _____

FARMERS/PRODUCERS AND COLLECTIVES ONLY:

Are you interest in selling at our PRODUCER ONLY neighborhood market located at/near the Vanderbilt Medical/University Campus? **YES** **NO**

Are you interested in selling to restaurants or institutions as part of a wholesale program?
 YES **NO**

Do you currently accept SNAP/EBT or Vouchers? **YES** **NO**

Do you currently or plan to offer at CSA at NFM? **YES** **NO**

If yes, how many shares will you offer for distribution at NFM? _____ Full _____ Half

What is the price for each? _____ Full _____ Half

ALL APPLICANT TYPES:

Are you interested in providing classes? **YES** **NO**

Are you interested in participating in Night Market or other special event activities? **YES** **NO**

Other markets and direct marketing sales in which you participate: _____

Best day(s), time(s) and month(s) for a farm visit or product review: _____

Please be sure to attach directions to your farm. You may use a Google map and link or print it.



**II. GROWING & PRODUCTION PRACTICES
(FARMERS/PRODUCER AND COLLECTIVE ONLY)**

How many years have you been farming at this farm? _____ Total Years: _____

What is the total acreage: _____ cultivated acreage: _____

Total owned acreage: _____ Total leased acreage: _____

For the land parcel (s) and / or greenhouses your farm OWNS, please ATTACH A COPY OF EACH PROPERTY TILE AND / OR PROPERTY TAX DOCUMENTATION. For the land parcel(s) and / or greenhouses your farm LEASES, please ATTACH A COPY OF EACH LEASE FOR ALL PROPERTIES.

Do you grow, raise or produce 100% of the products and or ingredients you wish to sell as identified in this application? **YES** **NO**

If no: Complete/Submit the Farmer/Producer Supplemental Products section

Is your farm located in Tennessee or with 150 miles of NFM? **YES** **NO**

If yes, please provide the Local Farmer Certification from the County Agricultural Extension Agent or equivalent so that your farm may be identified as a local farmer/producer.

If no, please select the Farmer/Producer category you wish to be identified by:
_____ Regional (South East) _____ Beyond (outside of the South East Region)

Is your farm Certified Organic? **YES** **NO**

If yes, please provide the USDA Certified Organic documentation.

Total Acres: _____ Certified Acres: _____

Is your farm Certified Sustainable? **YES** **NO**

If yes, please provide USDA Good Agricultural Practices (GAP) Certified documentation.

Total Acres: _____ Certified Acres: _____

Is your farm Certified Biodynamic? **YES** **NO**

If yes, please provide Certified Biodynamic documentation.

Total Acres: _____ Certified Acres: _____

Is your farm Certified Naturally Grown? **YES** **NO**

If yes, please provide Naturally Grown Certification documentation.

Total Acres: _____ Certified Acres: _____



**IV. FARMER/PRODUCER SUPPLEMENTAL PRODUCTS VERIFICATION
(FARMERS/PRODUCER AND COLLECTIVE ONLY)**

Farmers, producers and farmer/producer collectives may be permitted to offer no more than 10% of supplemental agricultural products from neighboring farms or processors (i.e. produce, processed proteins, eggs, honey). All supplemental products must be submitted for review and approval in the application. Supplemental products will not be permitted if they are not grown, raised or produced by a NFM approved farmer or producer. A supplemental products request does not permit an approved NFM merchant to resale or wholesale products that are acquired at produce warehouses, auctions, online retailers or other grocery or produce retail or wholesale outlets. Violations may result in termination as an approved NFM merchant.

Applicants containing a supplemental request must be accompanied by the supplemental farmer/producer application including all required documents. NFM will waive the \$20.00 application fee for supplemental applications. NFM reserves the right to approve/deny and inspect supplemental farms/producers/processing plants.

Check each category in which you plan to sell as supplemental products at the market:

Fruits: Vegetables: Cut-Herbs: Cut-Flowers: Meat: Poultry: Seafood:

Eggs: Dairy: Baked Goods: Honey: Mushrooms: Cheese: Coffee:

Jam & Jellies: Ciders/Juice: Maple Syrup: Milled Products: Soap: Wine:

Bedding Plants/Flowers: Potted Herbs: Shrubs/Trees: Other (specify): _____

Please list each item you wish to sell as a supplemental product below including varietal information and estimates of monthly availability. All products are subject to approval and inspection.

Product:	Variety:	Total Acres:	Projected Availability:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



V. ARTISAN PRODUCT AND PRODUCTION PRACTICES

Do you produce your food and beverage products? **YES** **NO**

Do you intend to prepare your food products on-site? **YES** **NO**

Do you intend to prepare your food products off-site? **YES** **NO**

If yes, do you utilize a certified kitchen? **YES** **NO**

If so, please attach the required documentation for certified kitchens as outlined in the standards.

Please provide a list of your products:

Do you intend to sample the products you sell? **YES** **NO**

Please list proposed products you would like to sell at NFM and approximate prices:

Where do you prepare the products offered for sale?



Sourcing & Ingredients

____% of ingredients purchased from sellers at NFM Farmers Markets

Please list those ingredients **and** the farmers/vendors you purchase from:

____% of ingredients purchased directly from other farmers; please list ingredients and farmer/farm name:

____% of ingredients purchased directly from distributors and grocery stores. Please list ingredients:

What are your sources for ingredients not listed in the above categories?

Describe what makes your product(s) unique:



VI. CRAFT PRODUCT AND PRODUCTION PRACTICES

The craftsperson must demonstrate that the permitted merchandise is a handmade article or item which resulted from the combining of a variety of materials, creative energy and skill.

Do you make your product(s)? **YES** **NO**

Do you participate in other Craft events in the community? **YES** **NO**

Please list proposed products you would like to sell at NFM and approximate prices:

Please describe specifically which steps of production you do by hand:

Please check the category of your product.

- Bath and Body Products
- Candles and Wax Products
- Glass, Pottery and Ceramics
- Handmade Clothing and other Fabrics
- Leather, Yarn or Woven Articles
- Pre-made Fabric with hand painted, airbrushed, tie-dyed or appliquéd surface design
- Original Print Production/Reproduction
- Handmade Stationary and Paper Products
- Jewelry and Beading
- Metalwork and Woodcraft
- Painting, Sculpture or Other Original Artwork
- Photography with or without handmade presentation
- Found, Recycled and Pre-Existing objects as elements of products
- Hands on experiences (face painting, design/art studio, weaving, etc)
- Other: _____



VII. FLEA PRODUCT AND SOURCING PRACTICES

The flea applicant must demonstrate that the permitted merchandise is vintage, international and or meets the flea market standards in accordance with the definition of and standard for permitted merchandise.

Do all of the products you wish to sell at the market meet the Flea Merchant standards? **YES** **NO**

Do you participate in other flea market events in the community? **YES** **NO**

Please list proposed products you would like to sell at NFM and approximate prices:

Please describe the origin of your product(s):

Please check the category of your product. Prohibited items will not be permitted.

- international street food (must also complete artisan section of the application)
- international artisan goods including labeled, prepared and packaged food and beverage (must complete artisan section of the application)
- international or vintage goods and textiles (original art, collectibles, jewelry, baskets, handcrafted and imported items, woven rugs, linens, new and secondhand clothing)
- woodwork, metalwork, woven and handcrafted goods or services
- musical instruments, vinyl records and memorabilia.



VIII. RENTAL REQUEST (required for all applicants)

NOTICE: Market staff will try to accommodate vending stall location preferences. However, the exact location of assigned rental space will depend on the application/license type approved and the NFM placement blueprint, and then, will be determined on a first paid, first assigned basis. Pre-payment for and reservation of vending stalls may be on a weekly, monthly, or longer basis (a pre-paid period provides for continuous operation from the same adjacent stall(s) without price increase during the period).

Please select which shed area you would prefer to be placed in:

- Producer Only Shed (South Shed 1)
- Producer and Plant Shed (North Shed 1)
- Artisan Shed (South Shed 2)
- Craft and Flea (North Shed 2)
- Market House Set Up (limited availability upon request)
- Reserved Parking (limited availability upon request)

Please complete the following schedule to indicate applicable month(s) and day(s), and number of spaces requested.

	Mon	Tue	Wed	Thur	Fri	Sat	Sun	# of spaces
Jan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Feb	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
March	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
April	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
May	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
June	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
July	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Aug	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sept	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Oct	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nov	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dec	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



Check one or more of the options below if you are interested in a partial or full season temporary lease agreement offering a 5% discount (applicable to farmers, producers and artisans):

- 3 month
- 6 month
- 9 month
- 12 month

Please describe any electrical power resource or other utility needs (requests may not be accommodated):

Do you have a logo?

Please describe your marketing efforts to promote your business:

Please provide any additional information to help market staff to understand the application request:



IX. SELECTED FACILITY REGULATIONS (required for all applicants)

The following is subject to change without notice, however advance notice will be provided when possible.

Advance Payment —Rental fees must be paid, in full, before the date that space is occupied and used. Anyone occupying any part of a rental space (including using a space for storage) without paying in advance as required will be subject to both rent for the space and a late payment charge, however it should be noted that anyone occupying space without paying in advance will also be subject to license termination and eviction. No cash payments will be accepted. Payment by check, cashier's check, money order, or credit/debit card is required (credit/debit card payment will incur a convenience fee in accordance with Metro regulations). Anyone having a check returned for insufficient funds will no longer have the option of paying by personal check.

ALL payments must be made in the market business office and will ONLY be accepted: Tuesday, Wednesday and Thursday from 8:30 am - 12:00 pm.

Display Payment Receipt —NFM receipt identifying the rental space(s) and dates paid must be displayed in rented space.

Reservation Cancellation & Refunds — NO cash refunds. Any refund will be in the form of a credit which may be applied toward space rental in the future (or any outstanding amount due to the market). NO refunds for cancellations made less than 5 days before the date cancelled (market staff may waive advance cancellation in the event of inclement weather). Cancellation may ONLY be completed by speaking directly with market business office staff. No "answering machine" cancellations will be accepted. No shows will forfeit the space rental fee. Cancellation and refunds are not applicable to licensees renting space on a monthly basis.

Parking —Any parking violation, including parking in a space rented by another, will make the vehicle subject to tow at the owner's expense. Parking in fire lanes, doorways, or places not designated as parking or loading zones is always prohibited. Parking a vehicle inside the iron fence after 8:00 pm is prohibited. (Refer to NFM facility-use policies for comprehensive parking restrictions.)

Set-Up and Break-Down (unloading/loading) — Nothing may be unloaded except to space and on days for which the merchant has paid rent. Each NFM Licensee must stay within boundaries of his or her rented, assigned space(s), and the placement of merchandise or other items in the aisles or anywhere outside the rented space(s) is prohibited. A merchant or employee must load/unload merchandise and other items inside the iron fence before 9:00 am and after 3:00 pm each day and immediately move any vehicle as soon as loading/unloading is completed. A Licensee or employee may seek special permission to load/unload a vehicle during restricted hours by calling the Security Control Center at 615-880-2001 and providing all information required by the responding officer. For example, a merchant may arrange with NFM or security staff to replenish stock by unloading additional merchandise between 9:00 am and 3:00 pm, provided that vehicles used for this purpose are unloaded and moved in less than 30 minutes. Blocking a roadway for loading/unloading is strictly prohibited.

All rented space(s) must be maintained and left in neat and orderly condition, with trash in the proper receptacles. No items may be left in Market House rented space(s) at the end of the day. Before moving a vehicle inside the iron fence for loading at the end of the day, all merchandise and other items must be packed and ready to load before moving the vehicle into place.

NFM or security staff may announce exceptions to vehicle loading/unloading requirements upon inclement weather or emergencies. The Security

Control Center must be called (at 615-880-2001) to arrange a vehicle exit after gates are locked.

Garbage/Refuse — All garbage/refuse must be removed from rented space to the refuse removal bin at the end of each day. All garbage taken to the refuse removal bin must be in securely tied garbage bags. Any non-compliance with the handling of garbage will be subject to a \$50 assessment per occurrence.

Market Property — No signs, banners, nails, screws, or advertising material may be placed on any market building, walls, or doors without written approval from NFM management. Hanging or attaching anything to gutters and downspouts of the buildings or sheds is prohibited. Hanging or attaching anything to the rafters in sheds is prohibited. Free standing, 10'x10' tents may be used in open, rented space. (The Nashville Fire Marshal's office will provide information regarding tent regulations and may be called at 615-862-5230.)



Electricity — Electrical outlet use is permitted, as available, when space is rented, provided that the user complies with all of the following related requirements (violations will be subject to a \$50 assessment per occurrence):

- Only one heavy duty, undamaged UL listed extension cord may be used per electrical outlet.
- Power strips and surge protectors creating multiple powered receptacles are strictly prohibited.
- Cords may NOT be placed in walkways.
- Market management must approve in writing any item that will be powered by market electricity.

Prohibited Items — Selling any of the following is strictly prohibited:

- items that violate federal, state, or local laws
- stolen or counterfeit items
- medications of any type
- live animals
- weapons (anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury; or anything that in the manner of its intended use is capable of causing death or serious bodily injury) including but not limited to knives.
- items that, at the sole determination of market management, could be found objectionable by a reasonable person (such as items that condone, depict, or display nudity, racism, sexism, et cetera)

Loading Dock — All deliveries of merchandise or other items in or out of the Market House, except the smallest that can be hand-carried by one person and that does not require propping a door open, must be made through the loading dock on the North side of the Market House. Equipment, merchandise, or other items may ONLY be left on the loading dock for a short period, but the placement of anything in the loading dock area for a period greater than two (2) hours is prohibited. The loading dock "garage" type door must be closed when the loading dock is not being actively used, and it is the responsibility of the person using the loading dock to close the door. Deliveries through the Market House may ONLY use hand truck type equipment with soft, rubber wheels.

After Hours Entry — ONLY authorized persons listed on the Farmers' Market Merchant Contact List will be permitted to enter after hours. For entry into the property after hours, each individual must contact the Security Control Center at 615-880-2001, be specifically named on the Farmers' Market Merchant Contact List of a NFM licensee currently renting space, and present valid identification to the on-site security officer.

Security — Security personnel are on the NFM property to provide for public safety and regulate after hours entrance to the premises. The contact number for the Security Control Center is 615-880-2001. This is the best way to reach a security officer for any reason. If there is a medical emergency, please call 9-1-1.

Smoking — Smoking is prohibited inside the NFM iron gates/fence and inside the Market House.

Open Flames — Open flame inside the NFM iron gates/fence is prohibited.

Pets — Service animals are permitted, but pets are not allowed inside the NFM iron gates/fence or in the Market House.

Soliciting — Soliciting and busking is prohibited without written authorization from NFM management.

Gifts — NFM personnel, maintenance staff, and contractors are prohibited from accepting and NFM licensees are prohibited from offering gifts.



Americans with Disabilities Act — People with disabilities represent a significant portion of the population and NFM guests. Ensuring equal participation by all guests is important and beneficial all associated with the NFM. The Americans with Disabilities Act (ADA) mandates equal treatment of persons with disabilities. The ADA defines an “individual with a disability” as a person who has physical or mental impairment that substantially limits one or more major life activities, who has a record of such impairment, or who is regarded as having such impairment. Every effort should be made to give guests with disabilities the opportunity to participate and enjoy all aspects of the Nashville Farmers’ Market. When the safety of guests or employees will be placed in jeopardy, then the admission may be refused.

Smoking is Prohibited at the Nashville Farmers’ Market!

APPLICANT HAS READ AND AGREES TO COMPLY WITH THE REGULATIONS ABOVE:

YES NO

Applicant Signature: _____ **Date:** _____



X. TERMS AND CONDITIONS (required for all applicants)

APPLICANT (UPON APPROVAL, "LICENSEE") AGREES AS FOLLOWS:

SECTION 1. APPLICATION/LICENSE APPROVAL

(a) The terms, conditions, and commitments hereunder shall be effective ONLY upon approval of this application to grant Applicant a license use Nashville Farmers' Market (hereinafter, "NFM" or "market") space and do business at the market (provided that space is properly rented on a temporary or long-term agreement basis and rent is paid in advance).

(b) Applicant failure to observe and comply the terms and conditions detailed herein shall constitute a breach and may result in loss of market privileges and license termination.

(c) Applicant failure to observe and comply with Nashville Farmers' Market's Rules and NFM facility-use policies shall constitute a breach of license terms and conditions as if the same were contained herein as covenants. Current copies of said regulations shall be available in the NFM business office during normal business hours.

(d) Approval and license to use NFM space may be terminated for cause or convenience by NFM staff upon written notice. In the event of a termination for convenience, the liability of the NFM shall be limited to credit for unearned rent paid hereunder.

SECTION 2. PREMISES AND USE

(a) Applicant shall have use of the Premises for which Applicant has paid the rental fee and that NFM staff has assigned and reserved. The Premises shall be identified NFM designated space(s) which will be detailed by NFM receipt(s) issued pursuant to payment. All space assignments are temporary and dependent upon advance payment. Notwithstanding the foregoing, market management reserves the sole and absolute right to assign, reassign, and change space assignments at any time or to cancel space reservations for one or more days.

(b) Applicant shall have reasonable right of ingress and egress into and from NFM public restrooms, halls, corridors, and grounds, provided that said locations are open to the public. Notwithstanding the foregoing, Applicant shall have no rights in any part of the building or grounds that are not specified herein.

(c) NFM staff reserves the right to control the Premises. NFM staff and designee(s) shall have the right to enter rented space at any time for any purpose, including removal of any person who, in the sole judgment of NFM staff or designee(s), is disrupting or obstructing the proper operation and management of the NFM.

(d) Use of the Premises shall be limited to of selling products detailed in Applicant's current, approved Facility Use Application or later approved by NFM management in writing.

(e) NFM shall NOT at any time or in any way be responsible for Applicant mail. As necessary, it is acceptable for Applicant to identify the NFM address as the Applicant's physical address. However, Applicant must identify and use some other address (e.g., home address, business address, PO Box, or other rented mailing address) and shall NOT use the NFM address as Applicant's mailing address.

(f) Applicant may be given access to the Premises after hours (when gates are locked) at NFM staff discretion, provided that arrangements are properly made in advance as required by facility-use policies.

(g) The delivery or shipping of merchandise or other items to and from the Premises shall be subject to such facility-use policies as in the judgment of NFM staff are necessary for the proper operation of the Premises and NFM. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by NFM staff.



(h) Applicant must keep all garbage and refuse in the type of container specified by NFM staff and within Applicant's rented space until it is taken directly to the refuse removal area. Applicant shall pay the cost of removal of any of Applicant's refuse or rubbish. No refuse or rubbish shall be stored in common areas. All garbage taken to the refuse removal bin must be in securely tied garbage bags.

(i) Applicant shall not bring upon the Premises any exhibit, equipment, or vehicles which, in the judgment of NFM staff, would be or might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Premises.

(j) No permanent modification of or other physical attachment to the Premises shall be constructed, installed, connected, or otherwise fashioned without the written consent of NFM staff in each instance. Any such installation without said written consent shall be subject to removal without notice at any time at the cost of the Applicant.

(k) No radio, video, television, security device, satellite dish, or other electronic device of any type shall be installed without first obtaining in each instance Lessor's consent in writing. Any electronic device installed or connected to a power outlet without such written consent shall be subject to removal without notice at any time at the cost of the Applicant.

(l) Applicant shall not place or permit any obstructions or merchandise, inventory, equipment or other items in any location exterior to Applicant's rented space. Any merchandise or other items placed outside Applicant's rented space may result in such items being removed without notice at the cost of the Applicant, and Applicant will be subject to additional charges as detailed herein.

(m) Applicant shall not use loudspeakers, televisions, phonographs, radios, or other video or audio devices without the prior written consent of NFM staff.

(n) Applicant shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act, cause disturbances, create odors, make noise, or use an audio device at a volume that could reasonably be found offensive by or otherwise disturb the quiet enjoyment of other NFM merchants or their officers, employees, agents, customers or invitees. Because an employee or visitor may have a chemical sensitivity to it, burning incense is specifically prohibited at the market.

(o) Applicant expressly assumes full responsibility for all persons connected with Applicant's use of the Premises, including all its employees, agents, members, licensees, and invitees.

1. (p) Applicant is responsible for leaving rented space in neat and orderly condition at the end of each day.

2. (q) Parking and traffic on the NFM property shall be subject to such facility-use policies as in the judgment of NFM staff are

necessary for the proper and safe operation of NFM. Applicant and Applicant's employees shall comply with NFM parking and traffic policies, only park vehicles in those parking areas designated for that purpose by NFM staff and use a parking placard as may be required. An improperly parked vehicle may be towed at the owner's expense.

SECTION 3. PAYMENTS

(a) Rent— Applicant must pay rent in full and in advance for the rental period(s) in which Applicant will occupy any NFM space. Applicant shall NOT occupy or sell any products from the Premises until rent is paid in full before the date(s) of occupation and the space is assigned by NFM staff. Rent shall be due and payable at the rate(s) applicable to the Premises' location and current at the time of the payment.

(b) Additional Charges— All other charges, as may be assessed hereunder, shall be due and payable by Applicant no later than the first (1st) day of the calendar month following NFM demand, invoice, or other any other notice of said charges; and, NFM shall have the same remedies for failure to pay same as for a non-payment of rent.



1) Late Payment— Applicant agrees that all sums due and owing to NFM for rent shall be paid in full as detailed herein and agrees that failure to render payment(s) in advance and as required shall be subject to the assessment, in accordance with applicable facility-use policies, of a Late Payment Fee, as and for liquidated damage. Such amount shall be due immediately, along with the associated payment(s).

2) Improper Use of Market Space— In the event that Applicant or Applicant employees place any equipment, inventory, merchandise, or other item in any location exterior to the rented Premises, NFM, at its option, may charge Applicant FIFTY DOLLARS (\$50.00) per day, as and for liquidated damage, until Applicant removes all such items.

3) Property Damage— Applicant shall pay for any and all damage to NFM property or equipment or the property of any person resulting from the activities or use of the Premises by Applicant or Applicant's employees, agents, contractors, members, customers, or invitees.

4) Attorney's Fees— In the case of the failure of Applicant to perform and comply with any of these terms and conditions, Applicant agrees to pay to NFM the costs and expenses of enforcing the terms and conditions including a reasonable sum for attorney's fees, whether suit be brought or not.

5) Other Fees and Charges— In addition to the amounts detailed herein, Applicant shall be liable for any fees or charges detailed in and permitted by Nashville Farmers' Market's Rules and NFM facility-use policies.

SECTION 4. LICENSES, PERMITS, AND TAXES

Applicant shall obtain and maintain, at Applicant's own expense, all licenses and permits required by law and pay all taxes, fees, and charges required by any governmental authority in connection with Applicant's use of the Premises.

SECTION 5. INDEMNIFICATION AND HOLD HARMLESS

Applicant shall indemnify and hold harmless NFM and the State of Tennessee against and from any and all liabilities, obligations, damages, claims, costs, charges, expenses and judgments (including, without limitation, fees and expenses of reasonable attorneys, expert witnesses, and other consultants) arising out of the activities of or the use of the Premises by Applicant or Applicant's employees, agents, contractors, members, licensees, or invitees. Applicant shall assume any and all responsibility and liability therefore, including but not limited to costs and expenses incurred by NFM and the State of Tennessee in defense of any action, including but not limited to attorneys' fees.

SECTION 6. PROPERTY

(a) Applicant shall pay for any and all damage to the Nashville Farmers' Market and damage to or loss of any NFM property or equipment and/or any other property of any person resulting from Applicant's activities or use of the Premises by Applicant or Applicant's employees, agents, contractors, members, licensees, or invitees.

(b) Any property brought to the NFM by Applicant or Applicant's employees, agents, contractors, members, licensees, or invitees shall be at the sole risk of Applicant.

SECTION 7. RETURN OF PREMISES

(a) At the end of the period for which Applicant has properly paid rent, Applicant shall surrender the Premises in the same condition, ordinary wear and tear excepted, and cleanliness as when Applicant took possession. Applicant shall be responsible for the cost of any cleaning or repair deemed necessary by NFM staff and shall pay such cost to and no later than ten (10) days following written demand by NFM staff.

(b) If Applicant fails to surrender the Premises, as required herein, NFM staff may take possession of and remove from the Premises all effects remaining therein and treat such as its own property (using or disposing of it at will) or store it at Applicant's sole cost and risk. Applicant hereby waives any right to claim the value thereof or damages therefore.



SECTION 8. NON-DISCRIMINATION

It is the policy of the Metropolitan Government of Nashville and Davidson County not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, disability or handicap in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Metropolitan Government of Nashville and

Davidson County's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee constitutional or statutory law; nor shall any person be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination against said protected classes in the performance of contracts with Metropolitan Government or in the employment practices of the Metropolitan Government's contractors. An approved Nashville Farmers' Market Applicant shall conform to this nondiscrimination standard.

SECTION 9. MISCELLANEOUS

(a) The signatory below is the Applicant or personally warrants holding full authority to enter this agreement on behalf of Applicant. Said Applicant, or Applicant's authorized representative, acknowledges reading this agreement and having sought and received whatever competent advice and counsel necessary for a full and complete understanding of all rights and obligations hereunder.

- 1. (b) Applicant shall NOT assign any rights hereunder.
- 2. (c) Applicant acknowledges that NFM and all tenants at the market are victims of any crime occurring on NFM property.

Accordingly, Applicant agrees to report theft, vandalism, or any other crime involving any property brought onto NFM premises by Applicant, Applicant's employees, or agents and to give formal statements to the Metropolitan Nashville Police Department. Further, Applicant agrees to cooperate with NFM staff and the Metropolitan Nashville Police Department in the investigation and prosecution of any at the market.

(d) The laws of the State of Tennessee shall govern this Agreement. Any dispute arising out of this Agreement shall be litigated in the courts of Davidson County, Tennessee.

(e) All notices required or permitted herein shall be delivered in person, by United States Mail, or by private courier and as indicated below. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received.

NFM:
Nashville Farmers' Market 900 Rosa L. Parks Blvd. Nashville, Tennessee 37208

APPLICANT:

name and contact information detailed within this application document

(f) It is expressly acknowledged that Applicant and NFM are and will continue to be independent parties and NOT partners, joint venturers, associates employees, or agents for any purpose whatsoever.

APPLICANT, by means of the authorized signature subscribed to this document below, does hereby expressly confirm that all information detailed within is accurate, affirm and declare agreement with the terms and conditions detailed herein and attached hereto, acknowledge responsibility for compliance with the Americans with Disabilities Act (ADA) regarding any applicant market resources, and assure compliance with Nashville Farmers' Market Rules and NFM facility-use policies.

Applicant Signature: _____ **Date:** _____



XI. FARMER DECLARATION FORM

Applicant's Name: _____

Business Name: _____

I hereby expressly declare, affirm, confirm, certify, and assure that: (mark each of the following that is true)

- NINETY PERCENT (90%) or more of the products sold at the Nashville Farmers' Market from my assigned space(s) is grown, raised or produced on my farm.
- No more than TEN PERCENT (10%) of the products sold at the Nashville Farmers' Market from my assigned space(s) is considered supplemental and is grown, raised or produced by another NFM approved farmer/producer.
- My farm is located in Tennessee or within a 150 mile radius of the *Nashville Farmers' Market*.
- My farm complies with organic growing practices as indicated by the attached *USDA Certified Organic* documentation.
- My farm complies with sustainability growing practices as indicated by the attached *USDA Good Agricultural Practices (GAP) Certified* documentation.

Applicant Signature: _____ **Date:** _____

In Witness Whereof,

Signature & Date

Printed Name

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me personally appeared

known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and who acknowledged that he or she executed the same for the purposes therein contained.

Notary Public

My commission expires: _____



XII. INDEMNITY AGREEMENT (required for all applicants)

In consideration of the Metropolitan Government of Nashville and Davidson County, Nashville Farmers' Market granting license to rent, occupy, and do business from assigned space at the Nashville Farmers' Market,

I, (PRINT NAME) _____, the undersigned, hereby indemnify and hold harmless the Nashville Farmers' Market from and against any and all claims, demands, actions, losses, obligations, costs, charges, expenses, judgments, damages, and liabilities whatsoever (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and other consultants), which Nashville Farmers' Market may sustain, suffer, or incur by reason of, in connection with, or arising out of the activities or use of Nashville Farmers' Market facilities by me or by my employees, family, agents, contractors, or invitees and shall assume any and all responsibility and liability therefore. I understand that I am responsible for my own general and product liability insurance.

In the event that I fail to indemnify and hold harmless as herein agreed, the Nashville Farmers' Market shall have full rights to defend, pay or settle said claim on its behalf without notice to me and with full rights to recourse against me for all fees, costs, expenses, and payments made or agreed to be paid to discharge said claim.

In the event of default, I further agree to pay all reasonable legal fees and expenses necessary to enforce this agreement.

This agreement shall be unlimited as to amount and duration.

Applicant Signature: _____ **Date:** _____

In Witness Whereof,

Signature & Date

Printed Name

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me personally appeared

known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and who acknowledged that he or she executed the same for the purposes therein contained.

Notary Public

My commission expires: _____



XIII. CONTINGENT APPROVAL (NFM personnel use ONLY)

NFM STAFF NOTES:

DOES THE APPLICANT MEET OR EXCEED APPLICABLE MERCHANT STANDARDS? **YES** **NO**

IF YES, PLEASE DESIGNATE THE APPROVED AREA(S):

- Producer Only Shed (South Shed 1)
- Producer and Plant Shed (North Shed 1)
- Artisan Shed (South Shed 2)
- Craft and Flea (North Shed 2)
- Market House Set Up (limited availability upon request)
- Reserved Parking (limited availability upon request)
- Other _____

CONTINGENT APPROVED MERCHANT? **YES** **NO**

FARM AND/OR PRODUCT REVIEW SCHEDULED: **YES** **NO**

FARM AND/OR PRODUCT REVIEW COMPLETED: **YES** **NO**

APPROVED MERCHANT THROUGH CALENDAR YEAR 2015: **YES** **NO**

NFM Reviewer Signature: _____ Date: _____

NFM Executive Director Signature: _____ Date: _____

