



ASPEN SATURDAY MARKET

2023 AGRICULTURE APPLICATION

Aspen's 100% Colorado Market

Deliver your completed application to:

City of Aspen, Attn: Aspen Saturday Market

City Clerk, 427 Rio Grande Place, Aspen, CO. 81611

Application Deadline: Dec. 23, 2022 @ 5:00 p.m.

Thank you for your interest in becoming a vendor with Aspen Saturday Market (ASM) for 2023, its 25th year. ASM oversees the operations of 18 weekly Saturday markets serving the Aspen community. ASM aims to create a local infrastructure for long-term sustainability and meaningful community impact.

Each vendor within our community is carefully screened as we aim to select a diverse group of vendors who provide customers with the highest quality products. **It is an ASM requirement that all participating vendors sell products that are 100% grown or produced in the State of COLORADO.**

Please fill out the form below to be considered:

Business Name: *(print legibly)*

Contact Person:

Address:

City:

State & Zip:

Phone Number:

Email Address:

Website:

Instagram:

Aspen Business License:

(Provide number or apply after acceptance.)

CO. Tax ID #:

(Provide number or apply after accepted.)

2022 Vendors Gross Sales (for returning vendors only):

(Please name products.)



NO APPLICATION WILL BE CONSIDERED FOR THE 2023 ASPEN SATURDAY MARKET UNLESS IT IS RECEIVED BY THE DUE DATE, COMPLETED & INCLUDES THE BOOTH FEE

The operation of the 2023 ASM will be subject to all public health orders issued by Pitkin County.

Please remit the required booth fee along with your application, in accordance with the following schedule:

Booth Fee:
Small Agricultural Booth (10x10) \$550
Regular Agricultural Booth, up to 30 feet \$650
Additional footage above 30 feet is \$20 per 10 foot increment
Footage Requested _____
Electricity Required _____

MAKE CHECKS PAYABLE TO: ASPEN SATURDAY MARKET

Questions contact : Kathy Strickland, manager - aspensaturdaymarket@gmail.com.
Jeff Armstrong, Vice-chair – abundantlife@paonia.com
Jeff Isaacson, Vice-chair – ionlyhaveice@msn.com

All applicants will be notified by **February 1, 2023** regarding their acceptance to participate in the 2023 Aspen Saturday Market by email or a phone call. Booth fee checks submitted with the completed application will be returned to all applicants not accepted to participate in the 2023 Aspen Saturday Market.

Please select which 100% Colorado grown or produced products you will be offering at the Aspen Saturday Market:

Fruit Vegetables Meat Eggs Processed foods Cheese/dairy
 Off farm products winery vineyard

NEW - All vendors approved to be in the Saturday Market must provide a copy of their Certificate of Liability Insurance Coverage naming the City of Aspen as additional insured. *Liability insurance coverage must be provided for all Special Events hosted within City limits and the City of Aspen must be listed as an additional insured. Commercial general liability insurance is required in the following minimum amounts \$1,000,000 each occurrence; \$2,000,000 aggregate.*



Please Identify in detail what you are requesting or intending to bring to the market and describe your farming practices (e.g. Organic, Grass Fed, Grain Finished, etc.):



ASPEN SATURDAY MARKET™ HOLD HARMLESS AGREEMENT

- A. In consideration for being permitted to perform the below-described activities, the undersigned agrees to indemnify and hold harmless the Aspen Saturday Market, it's sponsors and co-sponsors, the City of Aspen, its officers, employees, board members, and insurers, from and against all liability, claims and demands, on account of injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the below-described activities, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, negligence, or other fault on the part of the person performing the activity.
- B. The person performing the undersigned activities understands that the activities may involve risks of injury, loss or damage to the person performing the activities, including but not limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage. By signing this agreement, the person performing the activity expressly agrees to assume any and all such risks. In addition, in consideration for being permitted to perform the below described activities, the person performing the activity expressly exempts and releases the City of Aspen, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands on account of injury, loss or damage to the person performing the activity including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, or property loss or damage, that the person performing the activity may incur as a result of being upon the premises of the City of Aspen or as a result of performing the below-described activities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Aspen, its officers, or its employees, or from any other cause whatsoever.
- C. The undersigned agree(s) to comply with all the rules, regulations, laws, ordinances, and statutes of the City of Aspen and of the Aspen Saturday Market.
- D. The City Attorney's office has advised the Commercial Core & Lodging Commission (CCLC) that if any Saturday Market Vendor commits an infraction you will receive a written warning. A second infraction will lead to suspension from the market.
- E. The Aspen Saturday Market may publish images of market participant's products in promotional materials or the media. Signing this contract permits ASM to publish images.

By signing, applicant affirms they have read and agrees to abide by the Hold Harmless Agreement and Rules and Regulations of the Aspen Saturday Market.

Vendor Signature: _____ Date: _____



ASPEN SATURDAY MARKET 2023 MARKET AGRICULTURE AND REGULATIONS

To create a diverse marketplace for our Community and visitors! The Aspen Saturday Market was approved by City Council in 1998. The 2023 Aspen Saturday Market will be our twenty-fifth year.

- **“Colorado”** made, grown or produced. You must grow or produce at least 80% of what you bring. Out of state products are limited to 20% of your products
- New vendor applicants in the Roaring Fork Valley will have priority over other new vendors if criteria is met.
- **NO DROP IN VENDORS – we pull from the “approved” reserve list.**

Market Rules:

- The market runs from **June 10th, 2023** through **Oct. 7th, 2023**. Hours are **8:30 am to 2:00 pm**, however, after Labor Day the market hours are **9:00 a.m. to 2:00 p.m**
- Set up time for the market is 7:30 to 8:30 a.m. Vendors are expected to be open for business from 8:30 a.m. until 2:00 p.m.
- If you arrive after 8:30 you will not be allowed to participate in the market that day.
- Please pack up and unload your car near your designated spot and immediately **move your CAR!** Do not block the emergency exit **center** of the street or the alley. **Large produce rigs have priority parking. Please let them pull in first.**
- **Electricity** is only provided for agriculture booths. Please note on your application if you need power.
- **Vendors are required to commit to the entire season.** If a vendor pulls out of the market after being accepted and the check is deposited, the check will not be refunded. Exceptions for absence are vehicle breakdown, illness, and death; all subject to market manager’s approval.
- If you need to increase or decrease your booth size from last year please note this on the attachment to your application.
- **Vendor Reserve List** - Applicants must apply and be approved by the Agricultural Vendor Committee. Vendors on the reserve list must purchase a Aspen business license through the Finance Department.
- You may only sell what has been **approved** prior to the market season at the annual Agriculture Meeting. If you want to bring a new item during the market season, it must be approved by the Agricultural Vendor Committee and market manager. All decisions are final.
- **All vendors** must be onsite at the market to sell and explain their products. If you cannot attend a market you are responsible to get someone to cover your booth.
- **If vendor has an infraction they must sign the form and appear in front of the CCLC. Attached form:**
- **Booth:** We aim for an attractive look to your booth. Please bring 20 pound weights and tent sides in case of high winds and rain.
- **No umbrellas or shade items are permitted into the fire lane! No exceptions.** The center of the streets are 18 feet and that is the fire lane on all three streets. When setting up please do not leave your vehicle in the center, pull it off to the side.
- **All single use bags must be compostable (paper, cotton, burlap).**



- **Trash:** Vendors cannot use local businesses dumpsters or trash containers. The City of Aspen has a compactor and cardboard recycling bin in the alley. The manager has a key. Vendors must remove their own trash.
- **ALL VEHICLES MUST BE OUT OF THE STREET 15 MINUTES PRIOR TO OPENING FOR SAFETY REASONS.**

Additional information:

- In your booth you must have available
 - a. City of Aspen Business License.
 - b. Colo. Sales Tax License, liability insurance certificate
 - c. Organic Certification or Retail Food Establishment License (if applicable)
- All vendors must pay their City of Aspen sales tax monthly. If questions contact the Finance Dept. If a vendor does not pay his/her sales tax, he or she will be excluded from further participation in our market. **Deadline for payment is Nov. 20th, 2023**
- City sign code: A 10 x 10 booth sign may not exceed six square feet (examples, 1' x 6' or 2' x 3'). Needs to be professional.
- Produce trucks signage cannot exceed 14 square feet, 2'x7'.

Cottage Food Act – The market requires Food Liability Insurance for those who fall under the Act. State site https://www.colorado.gov/pacific/cdphe/cottage_foods-act.

Assessment: The CCLC reserves the right to assess each vendor up to \$50 per year.

Failure to comply with the stated rules will result in expulsion for the remainder of the season or excluded from the market the following season.

Make checks payable to: **Aspen Saturday Market**. Booth fee will be returned if you are not accepted into the Saturday Market.

NOTE: Agriculture applications will be reviewed and subject to approval by the agriculture board in December.



ASPEN SATURDAY MARKET INFRACTION COMPLAINT FORM

Date of infraction:

Type of infraction:

Complaining party signature:



**NOTICE TO VENDOR OF COMPLAINT
ASPEN SATURDAY MARKET**

Date of Complaint:

Date of Alleged Infraction:

Description of Alleged Infraction:

PLEASE TAKE NOTICE THAT you are required to attend a hearing before the CCLC on the alleged infraction that is described above on the ____ day of _____, 202__.

IF YOU DO NOT ATTEND THE HEARING, YOUR RIGHT TO CONTINUE AS A PARTICIPANT IN THE MARKET MAY BE TERMINATED PURSUANT TO THE TERMS OF YOUR AGREEMENT WITH THE MARKET.

If a written complaint was provided to the CCLC, a copy is attached.

Please signify your receipt of the notice and acknowledgement of the date of hearing by signing below.

Aspen Saturday Market

Vendor Acknowledgement

Name:

Vendor:

Title:

Date: