# RIVERWALK MARKET FAIR Building a Business RULES

## Riverwalk Market Fair is happy to work with Northfield-area business (brick and mortar) interest that wish to be a part of the Riverwalk Market Fair Saturday market event. The purpose is to determine the local business landscape and agree to work with local business support services such as the MCCD, Score, or

Riverwalk Market Fair (RMF) intends to continue building an event celebrating Northfield’s local art, artisan food, and local, healthy, delicious produce – all created and grown by our local artists, foodies and farmers. We want this event to be inviting and welcoming to Northfielders as well as visitors from surrounding communities and beyond.

RMF will provide local business interest with the opportunity to participate in our Saturday market each season and we will include your business in our weekly marketing materials using the material your organization supplies. In turn, we ask that you meet with a partnering organization for business planning and support.

Requirements for participation:

1. Complete application form (below).
2. Complete the City of Northfield’s required Indemnity Agreement (included below)
3. Tent and equipment: Your business may be provided a RMF tent depending on availability. A tent may be provided in a designated area at request. Coordinate with Manager. If you bring and set up your own tent, you must provide 30-lb weights on each tent leg. Tents are not required. Tables, table coverings, displays and chairs will always be your responsibility.
4. Limit of up to 21 market dates ($20 per date) You may contact manager@riverwalkmarketfair.org to check on date availability.
5. Prohibited activities: RMF prohibits solicitation, political activities and commercial advertising.
6. Sales activities: With RMF’s prior approval, your business is welcome to provide information or sell products or activities that wouldn’t otherwise fall into the “homemade” or “homegrown” categories of Artists and Farmers in the tent. You will be responsible for maintaining the activities and clean-up afterwards.
7. Sale of products: Selling products is permitted only with RMF’s prior approval, payment of a $20 per market fee, and after submitting a Minnesota Certificate of Sales Tax Compliance (Form ST-19) to the Market Manager. Please see [www.taxes.state.mn.us](http://www.taxes.state.mn.us/) for current forms and information on how to obtain a Minnesota State Tax ID number, and what is considered taxable or nontaxable as defined by Minnesota law.

RIVERWALK “Building a Business” APPLICATION

Business Name:

Address:

Phone: Email:

Website (if applicable):

Name of contact person for your organization:

Phone: Email:

PERSONNEL

List all of the people who will represent your business at the RMF:

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| --- | --- | --- | --- |
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ORGANIZATION DETAILS

1. Describe your business, interest, outreach, etc. (Or enclose advertizing brochure, etc.):
2. Describe the informational materials you will display and distribute at RMF:
3. Describe free, family-friendly activities your organization will provide, if applicable:
4. If you want to sell something at RMF, please list those items with their prices. ($20 fee per market after the first free market)

Schedule and Fees per Market: Following is a list of Market Days for the 2022 season. Please circle the dates you will be participating. Note \* Our Fall Celebration held the second Market in October is Free as a THANK YOU to our Vendors.

* RMF will NOT be held September 10, 2022 during the Defeat of Jesse James Days. Please contact the Northfield Arts Guild at 507.645.8877 to apply to participate in their Riverfront Art Fair during DJJD.
* RMF will be held during the Northfield Area Chamber of Commerce Winter Walk event in early December (details TBA).

OUTDOOR MARKET (**21** Markets: all Saturdays)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| May (2) | June (4) | July (5) | August (4) | September (3) | October (2) |
|  x x xx 21 28 |  4 11 18 25 | 2 9 16 23 30 |  6 13 20 27 | 3 XX 17 24  |  1 8 15  8 (Fall Celebration – Free!) |

|  |  |  |
| --- | --- | --- |
| # of Markets | Fee / Market | Subtotal Fees for OUTDOOR Markets – TOTAL STALL FEES |
|  |  $0 $20 (circle) | $ |

Please remit payment to Riverwalk Market Fair P.O. Box 725 Northfield MN 55057 $\_\_\_\_\_\_\_\_\_\_\_\_

RULES AGREEMENT

I have read and understand the rules of Riverwalk Market Fair as written in the General Guidelines, Building a Business Rules and Application, and agree to follow them.

Signature Date

I will secure my tent with 30-lb weights on each corner every week that I am at Riverwalk Market Fair.

Signature Date

MARKETING RELEASE FORM

D Yes, RMF can use the information I provided in this application in their marketing efforts.

D Yes, RMF can use the digital images that I supplied in its marketing efforts.

D Yes, RMF can link my website to its website.

Signature of Organization Contact Person Date

CHECKLIST FOR APPLICATION

D Completed Application.

D Signed Rules Agreement.

D Signed Marketing Release Form.

D Signed City of Northfield’s Participant Risk Acknowledgment, Release, and Indemnity Agreement. D Copy of your Certificate of Insurance, if available. RMF recommends you carry liability insurance. D Digital pictures for marketing purposes. Email to manager@riverwalkmarketfair.org.

D Check for $20 per market (if selling something).

D Signed MN Tax Form ST19 (if selling something). Mail all materials and check (if applicable) to:

Riverwalk Market Fair PO Box 725

Northfield MN 55057.

Questions? Contact us at manager@riverwalkmarketfair.org.

This form is required by the City of Northfield. If you have questions about this Northfield Risk Acknowledgement, Release and Indemnity form, please contact Lynette Peterson, City Clerk:Lynette.Peterson@ci.northfield.mn.us.

PARTICIPANT RISK ACKNOWLEDGMENT, RELEASE, AND INDEMNITY AGREEMENT

I HAVE READ, UNDERSTAND, AGREE AND ACKNOWLEDGE THAT:

1. “The Program” includes \*programs\* \_ provided by \_\*Riverwalk Market Fair Inc.\* \_ to the Participant.
2. I am a validly registered and voluntary Participant in The Program.
3. I will abide by all rules and regulations imposed on the participants in The Program. Failure to do so will result in removal from The Program as well as forfeiting any and all entry fees.
4. I understand that there are risks and hazards inherent to The Program, and that as a result of these risks and hazards I as a participant may suffer minor or serious personal injury, even death, as well as property loss. I nevertheless freely and voluntarily assume the aforesaid risks and hazards and accordingly my participation in the activity shall be entirely at my own risk. I acknowledge that I am physically able to participate.
5. In the event that I am injured while participating in The Program, \_\*Riverwalk Market Fair Inc.\* may, but is not required to, secure such medical advice and services for me as it, in its discretion, may deem necessary for my health and safety and I shall be financially responsible for such advice and services.
6. I hereby grant \_\*Riverwalk Market Fair Inc.\* \_ permission to use and reproduce any photographs, personal narrative, interviews, or audio and video recording of my and/or my child’s participation for any and all purposes.

## RELEASE AND INDEMNITY

In consideration of permission granted to me, the undersigned, by \_\*Riverwalk Market Fair Inc.\*\_, to participate in The Program, and for other good and valuable consideration, I hereby, for myself, my spouse (if any), my heirs, executors or administrators, and personal representatives:

1. Assume full responsibility for any personal injury or damage to my person or property that may occur, directly or indirectly, while participating in The Program;
2. Fully and forever release, waive and discharge the City of Northfield, its officers, employees, agents, and elected officials, and The Program organizers and volunteers, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of my participation in The Program;
3. Agree to indemnify and hold harmless the City of Northfield, its officers, employees, agents, and elected officials, and The Program organizers and volunteers, for any acts or conduct by me of whatever kind or nature whatsoever, while participating in The Program;
4. Agree to defend and to pay any costs or attorney's fees as a result of any action brought by or against the City of Northfield, its officers, employees, agents, and elected officials, and The Program organizers and volunteers, for any acts or conduct by me of whatever kind or nature whatsoever, while participating in The Program;
5. Agree that it is my intent that this PARTICIPANT RISK ACKNOWLEDGMENT, RELEASE, AND INDEMNITY AGREEMENT be in full force and effect at any time after the execution hereof.
6. This release does not waive liability for any injuries that I obtain as the result of the willful, wanton, or intentional misconduct by the City of Northfield or any person acting on behalf of the City.

Participant Signature: Printed Name: \_ Date \_

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* If the above participant is under the age of 18:

I, the undersigned, have read this PARTICIPANT RISK ACKNOWLEDGMENT, RELEASE, AND INDEMNITY AGREEMENT

and understand all of its terms and conditions. I agree that my Child/Ward may participate in The Program under the conditions listed above, and agree to be bound by the terms and conditions set forth herein. I execute it voluntarily and with full knowledge of its significance.

FURTHERMORE, in consideration of the permission granted to my Child/Ward by the City of Northfield to participate in The Program, I hereby release the City, its officers, employees, agents, and elected officials, and The Program organizers and volunteers, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of my participation in The Program, except for any injuries obtained as the result of the willful, wanton, or intentional misconduct by the City of Northfield or any person acting on behalf of the City.

Parent/Guardian Signature: \_ Printed Name: \_ \_

Date (Sign if participant is under 18)