

Vendor Application for Avon Lake Farmers Market 2017 Season

Business Name:	Email:
Owner Name:	Phone:
Mailing Address:	Website and preferred method of contact:
Staff Person at Market and contact info:	Secondary Staff Person and contact info:

Availability

Do you plan to work the market for the entire season (June 6-September 26, Tuesdays, 3-6pm)?
We ask vendors to commit to attending weekly or biweekly. What are you available to do?
Are there any dates that you know you cannot attend the market?

Product

Please describe your farm/business practices (i.e. conventional, sustainable, certified organic, biodynamic):
What products do you plan having available in June:
July:
August:
September:

Disclaimer

Vendors at the Avon Lake Farmers Market will be required to check in with the market manager at the close of each market to conduct end-of-day business. This includes the cashing out of EBT tokens and the reporting of weekly sales. Weekly vendors should remit payment of \$170 (\$10 weekly) before the first market date. After your vendor application has been approved, you will receive instructions relevant to the remission of fees and opening of the market season. Vendors are responsible for vendor fees on days they are unable to attend the market, based on the weekly or bi-weekly registration. Market staff works as volunteers, and your fees help to defray the costs of marketing materials that bring shoppers to the market.

Do you agree to this? _____

By submitting this application form, applicants acknowledge that they have received and agree to abide by the policies and procedures described therein, including all decisions of Avon Lake Farmers Market and Market Manager. Applicants specifically agree that an ALFM representative is permitted to visit their farm or production facility. Applicants also acknowledge that the discretion of the Market Manager applies to acceptance to ALFM and booth assignments. Booth assignments will be provided before the first market date and will not change during the season.

This agreement is a revocable license, and any misconduct or violation of this agreement may result in suspension or termination from ALFM at the discretion of the Market Manager. Acceptance to ALFM also means a commitment to the Market Vendors on the part of ALFM. ALFM will strive to promote the success of both the Market and the Market Vendors. ALFM Market Vendors agree by signing this application form to accept the following hold harmless clause:

All Market Vendors Participating in ALFM agree that they are independent contractors and not employees, partners, or joint ventures with ALFM, and shall be individually and severally liable for any loss, personal injury, deaths, and/or other damages that may occur as a result of the Market Vendors negligence or that of its employees, agents, and associates. All Market Vendors agree to indemnify and save ALFM, its Market Manager, and its sponsors harmless from any loss costs, damages, and other expenses including attorney's fees, suffered or incurred by them by reason of the Market Vendors negligence or intentional misconduct, or that of its employees, agents, and associates; provided that, the Market Vendor shall not be liable for nor required to indemnify ALFM or the Market Manager for the negligence of any of them or that of their servants, agents, employees, or associates. It is not required that each Market Vendor carry their own personal and product liability insurance, but it is recommended. Furthermore, vehicle liability insurance is required to cover any damage caused.

Signed: _____

Date: _____

Avon Lake Farmers Market Rules 2017

1. This is a producers-only market, meaning no brokers, resellers or commercial producers are permitted. Vendors selling only produce purchased in wholesale is prohibited. Consignment sales or re-sales of cottage food is prohibited. For vendors selling produce, flowers or herbs, or other unprocessed farm products, at least sixty percent (60%) of the items sold at the Avon Lake Farmers Market (“the Market”) must be grown by the seller, and the additional forty percent (40%) may be wholesale or nonlocal only when such items are produce that is off-season in Ohio or not ready or unavailable in Ohio due to adverse weather conditions. For vendors selling cottage food production items, artisan food products, and permitted non-food items, preference will be given to those vendors who use ingredients produced by themselves or which are sourced from local growers and producers. Exceptions may be made.
2. The vendor must comply with all laws, ordinances, and regulations of the United States, State of Ohio and city of Avon Lake. **The vendor is responsible for licensing and permits required by law.**
3. All items the vendor offers for sale shall be properly labeled, in accordance with federal and/or state law.
4. Sales of single-servings that are not individually labeled is prohibited, but the vendor may offer samples.
5. The vendor must post a sign at the vendor’s display area identifying the vendor and the source of the products the vendor is selling.
6. The vendor may sell and advertise the vendor’s items as “organic” only if the vendor has been state-certified as organic. Other terms may describe chemical-free, etc. processes and methods.
7. It shall be the vendor’s responsibility to set prices, which should reflect a fair market value. Culls and items of lower-quality (such as overripe products that may be good for sauces) must be labeled as such and may be sold at a discounted price. All prices shall be clearly posted either on the items themselves or on a sign at the vendor’s display area.
8. It shall be the responsibility of the vendor to collect payment and any sales tax that may be due on non-food items. It is up to the discretion of the vendor whether to accept checks or credit cards.
9. Vendors must provide their own tables, canopies, and/or chairs. Sales from the vendor’s vehicle are not permitted. A display table and canopy are recommended.
10. Vendor spaces will be assigned by the Market committee and sent in advance of the first market date. Sales may only be conducted at assigned spaces.

11. In all cases, the vendor's products shall be kept off the ground unless in a box or other suitable container.
12. Electricity is available on a limited basis. No refrigeration or running water will be available, but restrooms will be available for the duration of the Market.
13. Vendors shall not bring pets to the Market. Vendors shall not smoke near the Market area.
14. To participate in the Market, vendors must commit to the season, either weekly or bi-weekly. Vendors shall attend the Market on the days they signed up for, rain or shine, unless the Market is cancelled due to extreme weather. Vendors are expected to give forty-eight (48) hours' notice if they are unable to attend the Market on a day they signed up for, and they are responsible for vendor fees on weeks they do not attend, whether or not notice was given.
15. Vendors may begin set up no earlier than 2:00 pm, and shall be completely set up by the start of the Market at 3:00 pm. Early sales shall be permitted, but shall not begin before 2:45 pm.
16. Vendors shall not engage in aggressive sales practices nor engage in hawking (shouting out prices). For the benefit of all vendors, prices may not be dropped before 5:30 pm.
17. In order to maintain the appearance of a full and vibrant function, to benefit all the vendors, the vendor shall stay until the Market's close at 6:00 pm.
18. Vendors must at all times conduct fair, honest, and legal business. This includes truthful, legal, and proper labeling of their products. Products may not be misrepresented. The use of false packs or the concealment of poor product beneath a topping or facing of better product is prohibited. Fraudulent, dishonest, or deceptive practices are prohibited and will result in the vendor's expulsion from the Market.
19. No walk-up/walk-in vendors will be permitted; only vendors who have previously made an application and been approved by the Market will be permitted to sell at the Market.
20. Vendors are strongly encouraged to carry their own personal and product liability insurance. Neither the Avon Lake United Church of Christ nor the Avon Lake Farmers Market shall provide product liability insurance coverage to the vendor. By participating in the Market the vendor agrees that he/she shall be individually and severally liable for any loss, personal injury, death, and/or other damages that may occur as a result of the vendor's negligence or that of the vendor's employees, agents, or associates, and further agrees to indemnify and hold harmless the Avon Lake Farmers Market and the Avon Lake United Church of Christ from any loss, costs, damages, and/or other expenses, including attorney fees, suffered or incurred by them by reason of the vendor's intentional misconduct or negligence, or that of the vendor's employees, agents, or associates.
21. Vendor spaces will be assigned at the first market each season. Vendors need to let the market manager know of any issues. Spaces may not be changed after the first week.