

Winter Garden Holiday Market
Vendor Application and Agreement
NOVEMBER 30, 2019

9am – 2pm

*****ALL FIELDS MUST BE COMPLETED*****

VENDORS MUST BE 18 YEARS OF AGE TO APPLY

Vendor's name _____

Business name (if applicable) _____

Address _____

City _____ State _____ Zip code _____

Phone _____ Cell _____

Email _____

Prior to submitting an application for review, please read the entire vendor application packet and then decide if your product might qualify and if you can meet and adhere to the rules of the market. If you have never visited the market before, please do so before applying. All approved vendors must obtain a "Business Tax Receipt" from the County in which their business is located. If vendor resides within the City of Winter Garden, a business license from the City of Winter Garden must also be obtained. Food vendors must be properly licensed with the State of Florida Department of Agriculture (regulates mobile vendors selling pre-packaged food) and/or Department of Business & Professional Regulation – Hotel & Restaurant Division (regulates mobile vendors that prepare and serve food on site). If you are operating under Cottage Law, you must meet all Cottage Law Requirements.

Product categories that we DO NOT accept are:

1. Informational and/or promotional / Charitable / Fundraisers
2. Screen printed apparel
3. Franchise and direct sale business
4. Commercial/mass produced products (with or without an internet business)
5. Electronics and related accessories
6. Any resale/flea market type merchandise
7. "Carnival" food such as cotton candy or funnel cakes
8. Packaged, nationally distributed foods or products
9. Overly Processed foods

Product categories that we accept are:

1. Holiday / Gift related hand-crafted items
2. Plants and/or Flowers
3. Holiday Food and Food related products
4. Crafts must be handmade or original items by the artist

The primary theme of the holiday market is related to Holiday, gift related items, plants, and specialty foods. Other products that are accepted are intended to supplement the core theme while adding color and variety to the marketplace.

The Winter Garden Holiday Market is NOT a flea market. Submitting an application in no way guarantees acceptance as a vendor at the Winter Garden Holiday Market. The review committee will determine if a product meets the needs of the holiday market.

Please list and describe in DETAIL ALL proposed items for sale. You MUST include 3-5 photos of your products and your display set up. E-mail to wintergardensfarmersmarket@yahoo.com. Please allow **7-10 business days**

for review of your product. Please note that the application process will not begin until we receive a fully completed application and pictures that display your product.

ITEM NAME	DETAILED ITEM DESCRIPTION
**If additional space is needed please use other side of this sheet.	

By signing below, the above Vendor acknowledges that application submission and approval by RTP Productions Corp. (RTP), the Market Director, **DOES NOT reserve market space or guarantee market space availability.** Once application is submitted, a review and approval will be made solely by and at the discretion of the Market Director. The Market Director may deny any vendor that does not meet the needs of the market and market product quality standards and this is observed on a case by case basis. Market space is limited by product category. The Market Director can cancel or modify this agreement at any time. Vendor acknowledges that such Policies and Procedures may be amended from time to time in writing in a timely manner by the Market Director and agrees to abide by the terms of any such amendments. If Vendor continues to vend at the Market following the adoption of such amended Policies and Procedures, then the Vendor acknowledges that violation of such amended Policies and Procedures may result in loss of Winter Garden Farmers Market vending privileges.

Hold Harmless/Indemnification/Copyright Agreement

Vendor shall indemnify and hold harmless RTP, The City of Winter Garden and Market Manager, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney’s fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this Contract or Vendor’s use of the space(s), sale of goods or conduct of business by Vendor, its agents, servants, employees, customers, patrons or invitees or any act or omission of Vendor, its agents, servants, employees, customers, patrons or invitees.

Vendor is responsible for all monies collected from the sale of Vendor’s goods plus collecting and reporting of sales tax. RTP Corp., the City of Winter Garden and the Market Manager are in no way responsible for any lost or stolen monies or items.

Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devised, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Market; and Vendor agrees to indemnify and hold harmless RTP Corp., the City of Winter Garden and Market Manager from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Vendor in connection with this Agreement and will defend RTP Corp., the City of Winter Garden and Market Manager from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Orange County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this Agreement shall be Orange County, Florida.

Signature below indicates that Vendor has carefully read and understands all of the above terms and requirements and the **attached as Exhibit “A”, Winter Garden Farmers Market Policies and Procedures**, and incorporated herein by reference, and that any violation of such may result in loss of Winter Garden Farmers Market vending privileges.

Vendor Signature _____

Print name _____ Date _____

Booth space is 10’ x 10’. Cost is **\$27** per booth, payable on the day of the market. **A \$30 fee WILL be imposed for returned checks and the vendor privilege of this form of payment will be discontinued.** Credit cards are not accepted.

Exhibit "A"

Winter Garden Holiday Farmers Market Policies and Procedures

*****Initials in the spaces provided in the following sections indicates that the Vendor has carefully read and understands each section*****

PART I

GENERAL MARKET PARAMETERS

- ____ The Market Director is responsible for the recruitment of Vendors, distribution and explanation of Market policies and procedures, approval of merchandise to be sold, assignment of spaces and execution of Vendor agreements. The Market Manager is responsible for the day-to-day operations of the Market and shall be Vendor's point of contact for questions and issues that arise during the Market. **The Market Manager may move any vendor booth at any time for any reason.** The Market Director reserves the right to determine whether proposed merchandise meets the Market objectives and criteria for participation. **No Vendor is permitted to add new items for sale unless the Market Director approves it first. Request MUST be made in writing by email to wintergardensfarmersmarket@yahoo.com along with photos of the requested items. Approval must be granted by Market Director before Vendor may begin selling additional item.**
- ____ Any approved vendor MUST notify the Market Manager **PRIOR** to any change of ownership in his/her business. A new Application and Vendor Agreement must be submitted and approved by RTP. **There is no guarantee that the new owner will be in the same location as the previous owner.**
- ____ The Market will be open to the public from **9:00 a.m. to 2:00 p.m.** on Saturday, November 30, 2019.
- ____ Product categories permitted to be sold at the Market are limited to plants and other garden related items, baked goods, dry goods, seasonal items, art, jewelry and handmade items with qualifying criteria in each category. The sale of flea market resale type items is not permitted. All items for sale must be approved by the Market Manager and the Market Director, prior to Vendor's use of a space at the Farmers Market. When adding any additional items to a booth for sale the Market Manager and the Market Director must approve such items in advance. A request must be made in writing by email to wintergardensfarmersmarket@yahoo.com. Vendor is given a non-exclusive right to sell such items and in no way does the Market Director's approval constitute granting of an exclusive right to sell such items. **NO informational, promotional or fund-raising booths will be approved for the Market.** The Market Manager may increase or decrease the size of the Market in its sole discretion for reasons including but not limited to staffing, traffic issues, set-up/loading issues, and clean-up costs.
- ____ The size of rental spaces available are 10' X 10' or 10' X 5'. The rental fee for both spaces is **\$27.00**, tax included. The Market Manager determines where each Vendor is placed within the Market and may limit the number of spaces to be used by any one Vendor. **No Vendor space is permanent and may be moved or removed at any time by Market Manager.**
- ____ Because of safety concerns, any vendor's children under the age of 12 are not allowed at the market.
- ____ **THERE IS ABSOLUTELY NO SMOKING BY VENDORS OR THEIR EMPLOYEES INSIDE THE MARKET AREA.** (This includes vapor cigarettes). First offense – written warning. Second offense – expulsion from the market and permanent loss of vending privileges.
- ____ No illegal substances shall be consumed, kept, brought, or sold within the market area.
- ____ **VENDOR PARKING IS LOCATED IN THE BALL FIELD LOT ON SMITH STREET. THERE IS NO OTHER PLACE THAT VENDORS AND THEIR EMPLOYEES/HELPERS ARE ALLOWED TO PARK.**

SET-UP AND BREAK-DOWN/MARKET OPERATIONS

- ____ Vendors will have from 7:00 a.m. until 8:30 a.m. on Saturday, November 30, 2019 to load in their booth set up.
- ____ Vendors must unload their vehicle as quickly as possible. **DO NOT BEGIN TO SET UP.** Have the staff escort your vehicle out of the market area and then you may set up after you are parked at the ball-fields.
- ____ All booths must be completely set up to sell at 9:00 a.m. and stay open with complete set up until 2:00 p.m. Any vendor breaking down and leaving prior to 2:00pm without permission from the Market Manager will result in loss of vending privileges at the Market. Promptly at 2:00 pm Vendors must tear down tables and tents and pack all supplies **before** getting their vehicle. Whenever the vehicle is in motion within the designated market area going either forwards or backward, an escort must be within 12 feet of the vehicle to clear the path of market patrons, pets and other Vendors. When in designated market area Vendors should drive no faster than walking speed, about 3 miles per hour.

PART II

- ____All Vendors must bring heavy duty trash bags to bag their garbage and all hot food vendors are required to provide a waste receptacle outside of their booth, securing bags properly at the end of the day and disposing of trash using an appropriate method that follows city, county and state health code for waste disposal. If a method is not readily available, the Vendor MUST contact the Market Manager. Trash or residue from the vendors product may not be placed in any storm drain, landscape bed, or on pavers.
- ____Vendors are responsible for all set up materials including, but not limited to, tables, tents, umbrellas, chairs, signage and tablecloths. The Winter Garden Holiday Market does NOT require a tent, but **all tables must be covered by a cloth to the ground, so no table legs show in front or the side of any tables.** Any tents used must comply with Orange County Code provisions regarding tent usage.
- ____Signage must be properly displayed with Vendor's business name by either an easel, A-frame, or hung securely on tent structure. No more than one sign identifying your business permitted on your booth. **No signs shall be on the ground (except A-frame signs) or leaning against tent structure or disrupting foot traffic or pathways.** Hand written signs are only permitted on a dry eraser board or chalkboard. All signage must fit the theme of the market. Forms of Payment (MC/V/Square/EBT) may be no larger than an 8 ½ X 11 and must be displayed on your table, inside your booth. Market Manager has the right to ask Vendor to change signage at any time to meet these requirements.
- ____Vendors shall maintain their booths in a neat, organized manner, free from clutter. Neat and organized booths enhance the entire market. **Market Manager has the right ask Vendor to clean up booth area at any time.**
- ____All Vendors (including tented booths) are required to have a plastic drop cloth or tarp for possible sudden rain. **Weights (20 lbs. per tent leg) to hold them down are also mandatory.** At no times are any stakes to be used to secure tents.
- ____ Vendors must be respectful of others. Radios and other noise-making devices should not disturb other vendors or patrons.
- ____Vendors are not permitted to keep and/or bring any pets with them during the market.
- ____Vendor is responsible to make sure that all persons working with or for them understands and adheres to ALL market policies and procedures!

LICENSES AND HEALTH CODES

- ____All vendors need to secure a **"Business Tax Receipt"** from the **County** in which your business is located and State licenses when required for their type of goods or food products. **Licenses must be kept in your booth at all times.** Market manager may ask to see licenses at any time.
- ____ Food vendors must be properly licensed with the State of Florida Department of Agriculture (regulates mobile vendors selling pre-packaged food) and/or Department of Business & Professional Regulation – Hotel & Restaurant Division (regulates mobile vendors that prepare and serve food on site).
- ____Food booths must have hand wash sinks, hair tied back and wear plastic gloves when serving food.
- ____Vendors that serve any food products/food samples that are not prepackaged must comply with state laws and regulations related to food service.
- ____Collection of sales tax, when required by the State, is the responsibility of the Vendor.
- ____ All prepared foods shall provide documentation of a certified kitchen (unless product falls under the provisions of the Cottage Food Law) and any other food safety requirements to include the Florida Department of Agriculture and Consumer Sciences and the United States Department of Agriculture or other appropriate authority.
- ____ Vendors must maintain a professional appearance while working at the Market, including having clean hair, fingernails and clothing during all periods of work at the Market. Vendors and their employees or representatives must wear appropriate footwear at all times.
- ____Hair nets, head bands, beard nets, caps or other effective hair restraints must be worn by all persons engaged in the preparation and service of food in order to keep hair from food and food-contact surfaces.
- ____All persons working in food booths, MUST wear shirts with sleeves. NO SLEEVELESS SHIRTS.
- ____ No pets or other animals shall be permitted in Vendors' booths.

PART III

PHOTOGRAPHS/VIDEO/LOGOS

- ____By Vendor's operation at the Market, Vendor consents to the Winter Garden Holiday Market's right to photograph or video any Vendor or Vendor booth for the use of advertising or promotion of the Market. All images will become the property of RTP, Inc.

- ____The Winter Garden Farmers Market logos and images are the property of RTP, Inc. and may not be used for any purpose without the written consent of RTP.

ENFORCEMENT OF RULES

- ____ Vendors, as a condition of approval, shall accept responsibility for the conduct and actions of themselves and all persons working on their behalf at the Market including, but not limited to, their employees, agents, family and volunteers.
- ____Violation of any public safety rules or Market policy listed in this Agreement by Vendor or Vendor's staff or exhibition of improper behavior may result in termination of space rental. Vendors shall generally be given a written warning as a courtesy from the Market Manager of any such violation but is not required prior to termination. The Market Director and/or Market Manager may remove the Vendor if such violation(s) occur without warning.
- ____Vendors shall conduct themselves in a courteous and professional manner with other Vendors, Market personnel and Market patrons. Failure to do so is cause for immediate removal from the Market. Under NO circumstance may any vendor approach another vendor to discuss vendor activities, operational or product issues. ALL concerns or complaints must be made to Market Manager in writing.
- ____ Verbal and non-verbal communications of vendors, employees, agents, family, or volunteers shall be respectful and courteous always. All profane, abusive, discourteous and boisterous language and/or conduct within the Market area shall be prohibited. The use of discourteous harassing, intimidating, threatening, insulting or abusive language, gestures, etc. either in person or by electronic/digital media shall be prohibited and is grounds for dismissal. All issues shall be addressed directly with the Market Manager in a timely manner in person or in writing.

PART IV

INCLEMENT WEATHER

The Market Director and Market Manager's prime concern is safety during bad weather conditions, such as wind, rain, and lightening. The following policies will be enforced each week. It is understood that the prime concern for the Vendor is the preservation of merchandise, thus the following policies have been established. The Market Manager will use his/her best judgment based on visual conditions, media weather radar, and other managers in surrounding areas to assess whether the Market shall remain open. The following policies apply to all vendors during inclement weather:

- ____Lightening observed within a 5-mile radius of the Market calls for automatic shutdown of the Market.
- ____It is recommended that The Vendor devise a "Quick Break-Down Plan" to maximize the speed and protection of merchandise when poor weather occurs.
- ____The Vendor shall NOT break-down or independently end its market day without the consent of the Market Manager. It is correct market procedure to follow through to the completion of the market day.
- ____The Vendor is required to **have and use each market day**, 4 tent weights, one for each tent leg. **Each weight should be no less than 20lbs.**
- ____The Vendor is required to have available a large tarp or tarps located in their booth at all times during the market day. It is recommended to have sufficient covering for your merchandise to cover during sporadic weather or sudden weather changes or during "Quick Break-Down."
- ____The Vendor is permitted at any time to protect merchandise by covering with a tarp or using tent sides during sudden weather changes.
- ____During windy or gusty weather, the Vendor must lower their tent by 2-3 ft in order to stabilize the structure, temporarily or during "Quick Break-Down."
- ____Umbrellas should be upright and tied down or anchored and secured appropriately with proper weight base.