

# Winter Garden Farmers Market Vendor Application and Agreement

\*\*\*\*\*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 submitting an application. All approved vendors must obtain a "Business License" from the City in which their business is located. If the vendor does not reside within a City, vendor must obtain a Business License from the County. 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
2. Charitable/fundraisers
3. Screen printed apparel
4. Franchise and direct sale business
5. Commercial/mass produced products (with or without an internet business)
6. Electronics and related accessories
7. Any resale/flea market type merchandise
8. "Carnival" food such as cotton candy or funnel cakes
9. Packaged, nationally distributed foods or products
10. Overly Processed foods

***Product categories that we accept are:***

1. Produce
2. Plants and/or Flowers
3. Food and Food related products
4. Crafts must be handmade or original items by the artist

The primary theme of the market is related to produce, 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 Farmers Market is NOT a flea market or craft fair. Submitting an application in no way guarantees acceptance as a vendor at the Winter Garden Farmers Market. The review committee will determine if a product meets the needs of the market. If it does not, the committee may deny the application or place it on a waitlist. There is no time frame for determining when a waitlisted application may be accepted into the 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](mailto: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. **If you are applying to perform as live music or entertainment, please note that we are currently under contract with our musicians and do not have availability for additional music, entertainment or promotion of an entertainment event.**

ITEM NAME	DETAILED ITEM DESCRIPTION

**\*\*If additional space is needed please use other side of this sheet.**

How many electrical plugs are you requesting? \_\_\_\_\_ How much amperage you require for your booth setup? \_\_\_\_\_

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. If approved, vendor may be placed on a waiting list based on their particular product category. The Market Director is able to 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 **\$35** per booth, payable on the day of the market. Hot food booths cost **\$50** per market day. **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.

Effective: January 1, 2020 – December 31, 2020

## Exhibit "A"

### Winter Garden 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](mailto: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 **8:00 a.m. to 1:00 p.m.** each Saturday. The Market will be closed on New Year's Day and/or Christmas Day when they fall on a Saturday. The Market Manager or Market Director maintains the right to close the Market any Saturday for any reason.
- \_\_\_\_\_ Product categories permitted to be sold at the Market are limited to plants and other garden related items, baked goods, produce, dry goods, seasonal items, art, jewelry and handmade items with qualifying criteria in each category. The Market encourages participation by local farmers, growers, artists, etc. and we request that all vendors use local products when available.
- \_\_\_\_\_ 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](mailto: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 **\$35.00** per market day, tax included. Hot food vendors are required to pay **\$50.00** per market day, 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, vendor's children under the age of 16 are not permitted in the booth at any time.**
- \_\_\_\_\_ THERE IS ABSOLUTELY NO SMOKING BY VENDORS OR THEIR EMPLOYEES INSIDE THE MARKET AREA. (This includes vapor cigarettes) Any vendor caught will receive an 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.** Any vendor or their employees/helpers this is to include family/friends in your booth caught parking any other place will receive a **permanent loss of vending privileges at the market.**
- \_\_\_\_\_ **Vendors are NOT permitted to use plastic straws, utensils, Styrofoam, and/or plastic bags. Recyclable aluminum cans, plastic bottles and cups are allowed; paper products and/or plant-based products are encouraged.**
- \_\_\_\_\_ There shall be a probationary period of ninety (90) calendar days from the start of the vendors first market day. At any time during such probationary period, Market Manager may terminate vendor contract for any reason; i.e. market behavior, booth presentation, or violation of any market rules.

### **SET-UP AND BREAK-DOWN/MARKET OPERATIONS**

- \_\_\_\_\_ Setup is NOT permitted until all current fees and other monies owed, if any, have been paid to the Market Manager
- \_\_\_\_\_ Vendors will have from 6:00 a.m. until 7:30 a.m. each Saturday to load in their booth set up. No Vendor may enter the Farmers Market area to set up prior to 6:30 a.m. unless RTP has approved such early entry to the Market. Vendors utilizing trucks in excess of 1 ½ tons shall, after making prior arrangements with the RTP, unload from 5:30 a.m. and exit the area prior to 7:30 a.m.  
\_\_\_\_\_ Any vehicle that has not arrived in the load-in area by 7:30 a.m. will not be permitted to load into the Market that day.
- \_\_\_\_\_ Vendors product and booth set up must fit into one (1) Vehicle per 10X10 booth space. Market location cannot accommodate trailers.
- \_\_\_\_\_ 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 8:00 a.m. and stay open with complete set up until 1:00 p.m. Any vendor breaking down and leaving prior to 1:00pm without permission from the Market Manager will result in loss of vending privileges at the Market. Promptly at 1:00 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 Farmers 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 artfully made and must fit the theme of the market; NO vinyl signs will be permitted. All 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. 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.

- \_\_\_\_\_ All tent awnings must be above 7 feet to prevent any patron from running into them.
- \_\_\_\_\_ 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 (30 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 course of the market.
- \_\_\_\_\_ Only battery-operated fans or heaters may be used by Vendors. Quiet generator use is permitted for booth operation at less than 60 dBA, so long as in compliance with any relevant City Code provisions. A fully inspected and properly maintained fire extinguisher must be kept in the booth at all times if a generator is being used. The generator must be protected and free from touch by any person attending the Market, as well as free from contact with grass, wood chips, or any flammable or combustible material.
- \_\_\_\_\_ All Vendors must use the Farmers Market back drops which are to be purchased from the Market Manager (at the cost of fabrication). Vendors shall install such back drops with the green side facing out, or as instructed by the Manager
- \_\_\_\_\_ 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 License”** from the **City** in which your business is located, or if a home business, where they reside. If vendor does not reside in a City, vendor must obtain a Business License from the County 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.**

- \_\_\_\_\_ Any hot food vendor MUST always have a fire extinguisher in their booth. Cooking area must be protected and free from touch by any person attending the Market, as well as free from contact with grass, wood chips, or any flammable or combustible material.
- \_\_\_\_\_ Hot Food vendors must cover the ground using a tarp
- \_\_\_\_\_ No pets or other animals shall be permitted in Vendors' booths
- \_\_\_\_\_ Hot food vendors are expected to use ecologically friendly "to-go" products

### **PART III**

#### **PHOTOGRAPHS/VIDEO/LOGOS**

- \_\_\_\_\_ By Vendor's operation at the Market, Vendor consents to the Winter Garden Farmers 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 Farmers Market including, but not limited to, their employees, agents, family and volunteers.
- \_\_\_\_\_ Violation of any general 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 at all times. All profane, abusive, discourteous and boisterous language and/or conduct within the Farmers 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 lightning. 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 30lbs.**
- \_\_\_\_\_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.