

## **MARQUETTE FARMERS MARKET Regulations & Vendor Agreement 2022**

**LOCATION:** Driftless Area Wetlands Centre, 509 US 18, Marquette, IA

**DAYS/SEASON/HOURS:** Every Friday Night from May 27-Oct 7, 4:00-7:00pm

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Marquette, designee, hereinafter referred to as "City" and \_\_\_\_\_, herein referred to as "Vendor." WHEREAS, the Vendor is authorized to sell only products grown on his/her property, or to sell handmade arts and crafts of his/her own production, provided he/she does not violate the rules of the Farmers' Market. WHEREAS, the City has determined that such events are in the best interest of the region and hereby grants to the Vendor permission to conduct such event in the designated Market area upon the terms and conditions set forth herein;

HOW THEREFORE, the parties hereto agree as follows:

### **Operational Hours**

The Marquette Friday Farmer's Market is scheduled **every Friday from 4:00 p.m. to 7:00 p.m.**, throughout the 2022 Growing Season. The Season will begin on Friday, May 27<sup>th</sup> and the final market of the season is scheduled for Friday, October 7<sup>th</sup>. This will depend on weather, tourism and interest in the Market. Vendors may begin setting up at 3 p.m. Please have your space completely set-up by 3:45 p.m. Please close at 7 p.m. and remove all items by 7:30 p.m. The market location this year has been determined to be the Driftless Area Wetlands Centre. The market location is subject to change in proceeding years if deemed necessary.

### **Fee Schedule**

In order to offset *some* of the costs associated with operating a Farmers' Market, we will be collecting nominal vendor booth fees. The fee schedule is as follows:

- **\$50 Seasonal Rate** (Attendance up to (19) nineteen markets, Memorial Day Weekend – first Friday in October)
- **\$30 Partial Season Rate** (Attendance up to (5) five markets.)
- **\$10 Drop-In Rate** (Attendance of a single market event, providing availability.)  
*Please note the fee schedule indicated above is per 10'x10' outdoor booth space. If you require additional space for your vendor display, you will need to purchase additional booth space(s). Booth spaces do not include electricity, water, table, chairs or any other amenity. As mentioned above, these are outdoor spaces so be sure to plan accordingly. If you wish to view the site in advance, you are welcome to. Please make arrangements by contacting: 563-873-3537*

Seasonal Vendors and Partial Season Vendors are expected to pay their vending fee in full in advance of the first market or prior to set-up of their first market. Drop-in Vendors are also expected to pay prior to set-up of any market they choose to participate in.

### **Space Allocation & Deadline**

Market spaces will typically be allocated according to seniority. Returning vendors from the previous season get first choice, and they usually prefer to keep their previous locations. Anyone who would like to be moved should indicate his or her desire as a "Special Request" on the Vendor Information Form. Obviously, requests can only be honored if they do not infringe on vendors already in place and if a space is open. Making a request does not guarantee it can be honored. After seniority, we will allow Seasonal Vendors, by order of paid commitment received, to select their booth space(s) first. Partial Season Vendors, by order of paid commitment, will have opportunity to select their booth spaces after Seasonal Vendors have had the opportunity to make their selections. Drop-in vendors will be unable to select their own booth spaces as the Market Manager will place them in "booth gaps" or "end caps", wherever they feel would be the best fit. Drop-in vendor booth spaces will be available on a first-come, first-serve basis.

### **Space Reservation Deadlines**

Seasonal Vendors and Partial Seasonal Vendors are encouraged to pay their Market Fees by Friday, May 27<sup>th</sup>. As we receive paid commitments, they will be marked in the sequence they were received to ensure booths are reserved in a “first come, first serve” fashion. On the day of the first market vendors are encouraged to arrive at 3:15pm for a brief orientation. At that time, we will award vendor spaces in the “first come, first serve” order we received the paid commitments. If you are unable to be there for the orientation, the market manager will do their best to select a booth space for you. If you are dissatisfied with the booth selection, you may apply for a change however this will depend on availability and what is in the best interest of the market. Obviously not all requests can be honored but whenever possible, we will try to be accommodating. Vendors are allowed to pay their booth fees late without a penalty charge, so long as it is prior to set-up of the first market they attend. Late vendor fees received may result in marketing and advertising consequences. Vendors, who have not paid and arrive without payment, will be turned away.

### **Vendor Signage/ Booth Displays**

Appropriate vendor signage and booth displays are critical to the success of each individual vendor, as well as how the public perceives the Friday Farmers’ Market as a whole.

- Each vendor will be **required** to have a sign that identifies their individual booth, such as “Sally’s Soaps”, “Margaret’s Pies & Produce”, etc.
- Vendors are also **required** to have their products marked with appropriate, legible tags or signage that clearly indicates the prices for the goods being sold within the booth. *A small chalkboard menu also works great to display your pricing information.*
- Vendors are responsible for providing all equipment necessary to display their products including a table and chair. Tables, chairs and/or display pieces must be in good, structural condition. Table clothes or draped fabric cuttings are encouraged to create a nice backdrop for marketing your products. Baskets and other clean containers are also encouraged to display your produce.
- Vendors are encouraged to offer samples. Clean and safe handling practices will be required.

### **Homegrown & Handcrafted**

The Friday Farmers’ Market Agreement specifies that ALL items sold at Market must be homegrown or handcrafted by the VENDOR. Reselling mass produced or purchased merchandise is not allowed (purchased produce, bread dough, fruits, etc., that are repackaged are not considered homegrown or handcrafted). Only items that are actually produced or manufactured by the vendor in his/her garden, farm, home, or plant will be allowed. Additionally, the Friday Farmers’ Market is not intended to be a flea market nor a business “trade show”. Exceptions may be made for individual vendors who have participated in the Farmers Market in the past but are unable to participate this season due to health concerns related to COVID-19 to allow another vendor to sell their product. Exceptions for 2021 will be at the discretion of the Farmers Market Manager.

### **Packaging/ Health Issues**

All food must be displayed in clean containers or risers at the height of at least (2) two feet off the ground. Baked goods must be wrapped and labeled with the name of the product and ingredients, by whomever prepared it. **Food safety guidelines from the Health Services Department must be observed.** This list includes, but is not limited to: homemade butter, raw milk, home-canned items, soft pies and custard items and items containing meat. Meat that is not USDA or Iowa State Inspected (and has a label certifying the inspection) is not allowed. Vendors must possess necessary permits or certificates to sell honey, poultry, meat, eggs, mushrooms and wine or any prepared food. Contact the County Health Department for details.

**Proper sales tax rules are the responsibility of the vendor.**

### **Questions on Food Regulations**

All questions relating to Food Regulations should be directed to the Iowa State Health Department.

### **Permits and Licenses:**

The Vendor shall obtain and maintain, during the term of the Agreement, all necessary permits and licenses required for the use described herein. Permits are not transferrable.

### **Insurance**

Proper coverage is required for all vendors. Further, all vendors shall be required to execute an indemnity agreement in the form attached hereto.

### **Statutes and Ordinances**

The Vendor and its agents and employees shall abide by all federal, state, and municipal laws, rules and regulations. Under no circumstances shall any fire lane be restricted or occupied by the Vendor.

Vendors may not solicit customers beyond their assigned market spaces either via signage or hawking.

If the Vendor fails to comply with any requirement set forth in this agreement, the Vendor shall be given written notice to comply. If the Vendor fails to comply within 15 days of such notice, this agreement shall be deemed terminated by the host without further notice or refund to the Vendor.

**WIC Certification**

In order to become a WIC Certified market, we need a Seasonal Vendor Commitment from at least (3) three produce vendors. If you are a Produce Vendor, are planning to be a seasonal vendor at our market (attending a minimum of 11 markets this year) and interested in becoming certified to sell produce to those using WIC vouchers, please do contact us.

**Supervision**

Owner-Operators (producers) are *encouraged* to routinely attend the Farmers Market to represent their own produce and goods. Owner-Operators are required to appear at the Farmers' Market at least periodically to foster a connection between the producer and the customer. When the Owner-Operator is unable to attend, he/she shall provide sufficient and competent personnel to plan, implement, and supervise the booth.

**Parking**

Vendors will be required to park in a location designated by the market manager. Please note that parking will not be immediately adjacent to the vendor area so you may need to bring a wagon or cart to more easily transport your products, equipment and supplies to your booth.

**Refuse**

All vendors are responsible for the proper and complete cleanup of litter, produce "spoilage," paper, balloons, pop cans, cartons, etc., in and around their area. Take ALL refuse items with you after the market closes.

**Pets**

Vendor owned pets are not allowed on the premises during the Farmers' Market.

**Smoking**

The Farmers' Market is a no smoking area. Vendors are not allowed to smoke while doing business at the market. If you wish to smoke you are required to leave the Market venue.

**Farmers' Market Manager**

The Market Manager will coordinate with vendors during the 2022 season, but may not be present during individual markets. Contact information for the Market Manager can be found by contacting -563-873-3537.

**Other Conditions**

The DAWC or its assignee or successor in interest reserves the right to revoke this permit any time unusual conditions arise. Vendors are expected to adhere to COVID-19 Governors Proclamation of Disaster Emergency restrictions and recommendations provided by the Iowa Department of Agriculture and Land Stewardship (IDALS), the Iowa Department of Inspections and Appeals, Iowa State University Extension and Outreach, and the Iowa Department of Public Health (IDPH).

The City of Marquette shall have the right to assign its rights and duties under this agreement to any other successor in interest with respect to the premises.

*Vendor refunds will not be given.*

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT:**

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Vendor

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Market Manager or Designee

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Signature of City of Marquette

**Please fill out all pages and return with payment, to:**

City of Marquette

PO Box 7

Marquette, IA 52158-0007

**Make checks payable to:** City of Marquette

# 2022 Marquette Farmers Market Vendor Information

Vendor Name(s): \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City/ State/ ZIP: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Please check the vendor contract you prefer:**

- \$50 Seasonal Vendor** (Attendance up to 20 (twenty) markets, Memorial Day Weekend – First Friday in October)
- \$30 Partial Season Vendor** (Attendance up to (5) five markets.)
- \$10 Drop-In Vendor** (Attendance of a single market event, providing availability.)

**Number of booth spaces:** \_\_\_\_\_

Booth spaces are 10'x10'. If you require additional space to display your products, you will need to purchase additional booth space.

**Total: \$** \_\_\_\_\_

The total is calculated by multiplying the number of booth spaces needed by your vendor contract. Example: 2 booth spaces at a Partial Season Vendor Contract comes to a Total of \$30.

**Special Requests:** \_\_\_\_\_

**Please list ALL items you intend to sell at the Farmers Market (attach sheet if necessary:**

\_\_\_\_\_  
\_\_\_\_\_

**For office use only:**

Fee Paid: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Check #: \_\_\_\_\_

Cash: \_\_\_\_\_ Space(s) Assigned: \_\_\_\_\_

# Indemnity Agreement

\_\_\_\_\_ d/b/a \_\_\_\_\_  
Printed Name Business Name (if applicable)

Agrees to hold harmless the City of Marquette, Iowa and their employees, agents, and volunteers from all liability claims, demands, causes of action, suits or judgments for death or injury to persons or property-arising out of or in connection with concessionaire's use of the premises or the intended use thereof from all liability claims arising out of:

- 1 The actions of myself, my employees, agents and helpers at the Farmer's Market;
- 2 Items brought to the Farmers' Market (including vehicles, booth materials, umbrellas);
- 3 Items sold at the Farmers' Market; and
- 4 Other liability except that arising out of the sole negligence of the City or its assignee or successor in interest.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date