

Wyoming Ave. Farmers' Market 2017 Cottage Producer Application

The Market's selection of applicants will strive to provide a continuous and diverse selection of agricultural, horticultural, and cottage products for the patrons of the Market. If there are more vendors than available stalls, the Market reserves the right to set priorities in order to maintain a desirable selection of products offered for sale.

Name of Business: _____

Name of Owner: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Cell: _____ Fax: _____

E-Mail: _____

Website: _____

Length of Rental: Season runs May through October (rent due in full prior to your first market)

_____ Season – \$200* _____ Half Season – \$100* (alternating weeks)

_____ Monthly – \$50/month* Please list months: _____

	Yes	No
Have you sold at WaFM before? <i>(New vendors, please list references on next page.)</i>		
Do you use Certified Organic ingredients?		
Do you carry liability insurance? <i>(Liability insurance listing WaFM as a named insured is required)</i>		
Do you require electricity (\$5 add'l fee)? If yes, how many amps? _____*		
Do you use a generator?		

Please list two suggested dates when we could visit your business (prior to May 1). We will confirm dates and times with you in advance:

* Electricity is limited, adds a \$5 fee, and will be allocated at the discretion of the Market Managers.

Please list all products you would like to sell. Attach an additional sheet, if necessary. Products that are not listed on this form may not be sold at Wyoming Ave. Farmers' Market without prior approval.

Employees who will be selling at WaFM: _____

For vendors new to Wyoming Ave. Farmers Market: Please provide two references for us to contact:

Reference 1

Reference 2

Name: _____

Name: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

Relation: _____

Relation: _____

Please mail this application to: Wyoming Ave. Farmers' Market, 200 Mt. Pleasant Avenue, Wyoming, OH 45215 or email to Newsletter@WyomingAveFarmersMarket.com

For additional information please email Newsletter@WyomingAveFarmersMarket.com. You may also leave a voicemail at 513-761-6263; however, please note that our phone is unattended and messages are retrieved weekly. Please leave a detailed message so that we can have answers for your questions when we return your call.

**Wyoming Ave. Farmers' Market is smoke free.
There will be NO SMOKING on or near Market property.**

Wyoming Ave. Farmers' Market Cottage Producer's Agreement

This Cottage Producer's Agreement is the complete understanding between the Wyoming Ave. Farmers' Market, LLC and the Cottage Producer (Vendor). Any modifications to this Agreement shall be null and void unless in writing and signed by both parties. Please read these rules and regulations carefully before signing below. Keep a copy for your records, as these rules are part of your space rental agreement. This contract incorporates the following documents:

- Application (previous two pages);
- Proof of commercial liability insurance identifying Wyoming Ave. Farmers' Market as a named insured, Attachment A.

Your application to Wyoming Ave. Farmers' Market is not complete until we have all of the above documents. Failure to observe these rules and regulations may result in charges, suspension, or termination of your space rental agreement. If Vendors have any questions regarding these rules, please contact Wyoming Ave. Farmers' Market, LLC at 513-761-6263. This is an unattended phone; messages are checked on Tuesdays and will be returned at that time. Please leave a detailed message.

Product and Sales Regulations

1. Only local farmers, growers, cottage producers, family members, partners, or employees may sell at the Wyoming Ave. Farmers' Market, LLC ("Market"). In order to be sold at the Market products must be produced by the Vendor. Only those items listed on the Vendor's application may be sold. Vendors must notify Wyoming Ave. Farmers' Market, LLC in writing of any proposed changes before bringing previously unlisted items to the Market.
2. A Vendor is defined as a farmer, grower, harvester, baker, prepared food maker, employee, partner, or family member who is directly engaged in the growth, harvesting or production of the products sold. All Vendor's market staff must be identified on the application form. No brokers or re-sellers are permitted. No products obtained at any auctions may be sold.
3. In addition to agricultural, horticultural, and food items, the following non-edible products may be sold at the Market: Dried flowers, dried flower arrangements, gourds, body care products, and beeswax products. Materials must be found, grown, foraged, and/or produced by the Vendor on his/her farm or land or property.
4. GMO products, seeds, seedlings, or by-products MAY NOT be sold at the Market. If Vendors have a question about any product, please check with the Market Manager first.
5. The Market reserves the right to inspect or spot-visit any establishment, with advance notice if possible, as necessary throughout the season. Visits will be made only with a Vendor representative present unless otherwise permitted. Failure to allow an inspection will constitute a violation of Market rules.
6. All produce or products labeled organic must be third party certified according to USDA standards by a recognized organic certifying agency. Certification letters must be available for inspection at your stand. Verbal or written declarations of organic status that are not documented as required will result in suspension or termination from the Market.
7. The Market Manager will investigate any written or oral complaints filed with the Market concerning products offered for sale. Should a complaint be found valid, this may result in expulsion from the Market for the remainder of the selling season. In such cases, no refund will be made for the Market fees paid to date.
8. Value-added edible items (e.g., jams, sauces, baked-goods) must be produced from scratch ingredients by Vendors in their homes or in a licensed facility according to local, state, and federal regulations.
9. All packaged items (wrapped, bottled, or canned) must be labeled with the Vendor's name, address, complete list of ingredients, and net weight in both US and metric forms.
10. The Market Manager(s) must approve products not specifically listed in these rules.

Priorities for Farmers' Market Spaces

The Market's selection of applicants will attempt to provide a continuous and diverse selection of agricultural, horticultural, and cottage products for the patrons of the Market. If there are more vendors than available stalls, the Market, reserves the right to set priorities in order to maintain a desirable selection of products offered for sale.

Rules of Operation

1. The Market Manager or his/her designees are responsible each Market day for space assignment, public safety, and the interpretation and enforcement of the Market's rules.
2. The Market opens for business **at 3:00 p.m.** on designated Market Days. **Vendors should arrive by 2:30 p.m.** and must be set up and ready to sell when the Market. Assigned spaces will not be held after the Market opens. Habitual tardiness is not acceptable and may result in expulsion from the Market.
3. No selling will occur prior to the opening. However, ordering in advance of the market is permitted.
4. Once your vehicle is parked in place, the motor must be turned off and kept off. Vendors are permitted to use a quiet generator if refrigeration is necessary.
5. Prior to commencing sales, market prices for all items must be visibly posted. A sign identifying the name and location of the Vendor must be properly displayed.
6. There is to be no reduction in prices over the course of the market day. No Vendor is permitted to sell after the close of the Market at 7:00 p.m.
7. Vendors shall operate their space in a safe and sanitary manner. Vendors must arrange tables and displays to present an attractive display. Vendors must keep their sales area clear of debris and keep edible products off the ground.
8. There will be **NO SMOKING on Market property**. If Vendor needs a break, the Market Manager will staff Vendor's booth.
9. Vendors must be courteous and honest at all times. Any disagreements with other Vendors, Market Managers, and/or customers must be brought to the attention of the Market Managers as soon as possible for resolution. Any dispute must be handled in a respectful manner. Failure to adhere to these principles may result in suspension or termination of the Producer's privilege to sell at the Market.
 - a. The use of online social media, including FaceBook, LinkedIn, MySpace, Twitter, blogs, and other social media, existing or created after the date of this agreement, to air grievances, vent frustrations, or resolve disputes is inappropriate and harms the reputation of the Market, Vendors, and other participants. Use of online social media to air grievances, vent or otherwise disparage other Vendors, Market Managers, or customers may result in suspension or termination of the Vendor's privilege to sell at the Market.
 - b. Any vendor that has been suspended or terminated shall forfeit all prepaid rent.
10. Market space rental is \$200.00 per space for the full season running from May through October with a special Market day before Thanksgiving. Vendors must pay for the entire season in advance for the Market space. Your reservation is not effective until payment is received. The Market Managers reserve the exclusive right to enter payment schedules with individual returning Vendors by separate agreement. Vendors may pay by check, money order, or cash, payable to: Wyoming Ave. Farmers' Market, LLC. Returned checks may result in additional charges and/or the reduction, suspension, or revocation of your Market space.
11. Vendors are individually responsible for conforming to all city, state, and federal laws including the securing of any licenses required in connection with the operation of your Market space. Non-consumable items are subject to sales tax. The Market Manager may remove products in violation of Wyoming Ave. Farmers' Market rules, or city, state, or federal law.
12. Scales must be inspected and sealed by the Ohio Department of Consumer Affairs and approved by your County Office of Weights and Measures. Unsealed or unregistered scales may be subject to confiscation by the County Inspector.
13. Vendors must clean their sales area and remove all refuse at the end of the Market day. If Vendor is selling readily consumable items, an approved waste receptacle for used wrappers, napkins, etc., must be provided. If Vendor is using products that are recyclable, please let customers know that they can

use the appropriate bins supplied by the Market. Failure by Vendor to clean his or her site will result in a \$25 fine payable to the Market within one week of being cited. Failure to pay the fine may result in expulsion from the Market.

14. If Vendor cannot attend the Market, notice must be given by noon of the prior Sunday to either the Market Manager or other previously arranged contact person.
15. If Vendor is unable to attend Market, the Market may sell your products on your behalf. This service is at the discretion of the Market and is provided to maintain current clientele.
16. Communications between the Market and the Vendor will be handled through email whenever possible. Please ensure that the Market has your current email address.
17. Space assignments and rental agreements for the Market are not transferable. Space assignments are subject to change at the discretion of the Market Manager or his/her designees.
18. If Vendor has employees selling for Vendors, please ensure that they understand all the rules of the Market.
19. Vendor will indemnify and hold harmless Wyoming Ave. Farmers' Market, LLC, and its members and managers for, and will pay to Wyoming Ave. Farmers' Market, LLC the amount of any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees), arising, directly or indirectly, from or in connection with Vendor's display and sale of produce and other merchandise at the location on Wyoming Avenue, Wyoming, Ohio as arranged by Wyoming Ave. Farmers' Market, LLC. A copy proving liability insurance coverage and naming Wyoming Ave. Farmers' Market, LLC, as a certificate holder and an additional insured is required with this contract.

I have read and understand these Rules and Regulations and I agree to abide by them.

Vendor's signature

Market Acceptance

Vendor's name – Please print

Date

Business Name

Date

Please return to:
Wyoming Ave. Farmers' Market
200 Mt. Pleasant Avenue
Wyoming, OH 45215
Newsletter@WyomingAveFarmersMarket.com

Questions taken by: Penny Shore
General Manager
Newsletter@WyomingAveFarmersMarket.com