



2017 GROWER/VENDOR APPLICATION

Thank you for your interest in the Downtown Troy Farmers Market (DTFM). Each vendor interested in participating in the DTFM must review and complete the Vendor Application and Agreement.

Please mail your signed application to the address below. **APPLICATIONS WILL BE ACCEPTED ON A FIRST COME FIRST SERVE BASIS AND SPACE ALLOCATED ACCORDINGLY.** APPLICATIONS MUST BE RECEIVED BY June 1st, 2017 to participate in the first market on June 10th. Thereafter, all paperwork must be received 10 days prior to the market day. The DTFM Market Board will review your application and contact you as soon as possible. Our mailing address is:

Downtown Troy Farmers Market
c/o Troy Main Street
405 SW Public Sq. Suite 231
Troy, OH 45373
Email: Kim@troymainstreet.org
Phone: (937) 689-8465

APPLICATION: VENDOR INFORMATION

BUSINESS NAME: _____

CONTACT NAME: _____

ADDRESS CITY STATE ZIP CODE

PHONE (DAY) PHONE (EVE) CELL

FAX EMAIL

WEBSITE

What is the BEST way to reach you? ___PHONE ___EMAIL ___SNAIL MAIL

Is your business on Facebook? If yes, what is your page name? _____

Do you accept WIC? ___YES ___NO

Do you accept credit cards? ___YES ___NO

Do you accept SNAP benefits? ___YES___NO

BUSINESS TYPE (CIRCLE ALL THAT APPLY):

FRUITS

VEGETABLES

NURSERY PRODUCTS

BAKED GOODS

HANDMADE ITEMS/CRAFTS

DAIRY

OTHER _____

PLEASE PROVIDE A COMPLETE LIST OF PRODUCTS TO BE SOLD AT THE MARKET AND RETURN WITH YOUR COMPLETED APPLICATION. YOUR APPLICATION WILL NOT BE PROCESSED WITHOUT THIS LIST.

FEES

The fee is \$20.00 per week per space. A \$5.00 discount will be given to vendors who pay in advance for multiple weeks. These do not have to be consecutive weeks. Circle the weeks below you would like to participate. If you are unable to attend after registering, contact the Market Manager, Kim Montgomery Walker (937-689-8465) at least 48 hours prior. There will be NO REFUNDS.

6/10/2017	6/17/2017	6/24/2017	7/1/2017
7/8/2017	7/15/2017	7/22/2017	7/29/2017
8/5/2017	8/12/2017	8/19/2017	8/26/2017
9/2/2017	9/9/2017	9/16/2015	9/23/201
9/30/2017	10/7/2017	ALL SEASON	

Fee for the entire season (all 18 weeks) will be \$125.00 and payable in advance. A reserved space will be allotted. Make all checks payable to "Troy Main Street" and mail to the address above.

Items NEEDED for a complete, accepted application:

- () Map/directions to your farm or business
- () Signed application
- () Copies of applicable health permit/licenses
- () Inventory List
- () A brief description of your farm or business, along with a picture for marketing purposes

VENDOR AGREEMENT

This 2017 GROWER/VENDOR APPLICATION AND AGREEMENT is the complete understanding between Troy Main Street, Inc. (TMS) and undersigned vendor (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
- Proof of commercial liability insurance identifying Troy Main Street, Inc. as a named insured

Your application 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.

1. MARKET LOCATION:

Downtown Troy (on South Cherry St. between W. Main St. and W. Franklin St.)

2. MARKET OPERATION:

The Market will be open on Saturday mornings beginning June 10th, 2017 and each Saturday morning thereafter through October 7th, 2017. Hours of operation are 9:00 a.m. to 12:00 p.m. Vendors will be permitted to begin set up at 7:45 a.m. and must vacate no later than 12:30 p.m. No vehicles will be allowed to enter the market area after 8:30 a.m. Vendors must be set up and ready to sell by 8:45 a.m. Market will be open rain or shine. Exceptions for severe weather, i.e. lightning, tornado warning, etc. will be at the discretion of the Market Manager and adhered to by all vendors.

3. GENERAL TERMS AND CONDITIONS:

- a. All people desiring to sell items at the Downtown Troy Farmers Market will submit a completed Farmers Market Application/Inventory list on a form provided by the Market and each person must execute this Agreement indicating they have read, understand and agree to abide by the rules of the Market.
- b. Only approved local farmers, growers, cottage producers, family members, partners, or employees may sell at the Downtown Troy Farmers Market ("Market").
- c. The submitted application/inventory list will be reviewed and approved by the Market Manager. Only those items listed on the Vendor's application may be sold.
- d. Modifications to the list will be permitted if submitted in writing 7 days prior to the first date of sale and approved by the Market Manager.
- e. No vendor shall smoke tobacco, drink alcohol and/or possess any controlled substance while at the Market.
- f. No firearms allowed.

- g. Vendors are not allowed to bring pets; we have a NO PETS policy.
- h. All vendors will adhere to the health regulations of the Miami County Health Department. All fees in regard to this are the responsibility of the vendor. (Note – the food exemption form is no long required).
- i. 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. Nonconsumable items are subject to sales tax. The Market Manager may remove products in violation of the Market rules, or city, state, or federal law.
- j. 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.
- k. Each vendor is responsible for collecting and remitting their own sales tax.
- l. Vendors will be required to carry the appropriate individual liability insurance for operation of their business at the Market. Vendors are required to maintain both property and product liability insurance in the amount of at least one million dollars (\$1,000,000). Vendors are asked to submit a copy of any policy, addendum, rider, or certificate proving liability insurance coverage and naming Troy Main Street, Inc., as a certificate holder and an additional insured to Troy Main Street, Inc.
- m. Vendor will indemnify and hold harmless Troy Main Street, Inc., and its members, trustees, directors, employees, agents, and managers for, and will pay to Troy Main Street, Inc. 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 in Troy, Ohio as arranged by Troy Main Street, Inc.
- n. 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.
 - i. 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.

- ii. Any vendor that has been suspended or terminated shall forfeit all prepaid rent.

- o. The Market reserves the right to approve/disapprove and/or dismiss vendors upon time of application or at any time during the Farmers Market season when its sole judgment is that the vendor no longer meets the needs of the Market or that the vendors' presence at the Market will be adverse to the mission of Troy Main Street, Inc. or that the Vendor, its employees, owners, or agents have conducted themselves in a manner deemed by Troy Main Street, Inc., at its sole discretion, to be contrary to the mission of Troy Main Street, Inc. Vendors' fees will not be reimbursed if the vendor has been dismissed.

4. **PRODUCT GUIDELINES:**

- a. Vendors must **grow or produce at least 75%** of the products they sell. Any items not homegrown must be CLEARLY labeled as such.
- b. Products allowed include FRESH, HIGH QUALITY fruits, vegetable, herbs, honey, jams and jellies, baked goods, flowers, bedding plants, potted plants, locally handmade soaps, candles, crafts and other items approved by the Market Manager. Electrical service is **limited**. If you require electricity, that must be stated on your application. Therefore, items such as eggs, meat, cheeses and other items requiring refrigeration will be at the discretion of the Market Manager and the Miami County Health Department. Products will be reviewed on market days to insure compliance.
- c. All products must be described and labeled truthfully. Packaged food should be properly labeled with name of product, ingredient list (if more than one ingredient), name and address of where food was prepared and net weight, volume or numerical count. A certified scale must be used for items being sold by the pound.
- d. 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.
- e. Prepared foods must be in accordance with applicable local, state and federal regulations. Vendors must send a copy of their food licenses (where applicable and required) with the application.
- f. Downtown Troy Farmers Market Management reserves the right to refuse acceptance of any vendor or item not in compliance with these rules. If a vendor refuses to remove an item as requested due to non-compliance, future involvement in the market will be prohibited.
- g. Vendors cannot resell items produced by another Downtown Troy Farmers Market vendor without written permission from the product originator.
- h. The Market Manager will investigate any written or oral complaints filed with the Market concerning products offered for sale. If a complaint is 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.

5. **VENDOR SPACE:**

- a. Parking will be in assigned areas. All alleys and fire hydrants must be accessible and free movement through the market is to be maintained at all times. You will receive notification of your assigned selling space upon arrival at the Market.
- b. **Signs:** Farmers/vendors must clearly display their market permit, the name of their farm/business and post prices for each item being sold. Banners will be permitted but only as large as the tent being used. No signage will block or inhibit the neighboring vendor.
- c. Trash and garbage removal will be the responsibility of each vendor for their selling area. Operation of your stand must be in a safe, sanitary and neat manner.
- d. All vendors must be registered with the Downtown Troy Farmers Market and you will not be allowed to set up until your registration has been approved. Submission of a registration is not automatic approval. You will be notified by the Market Manager of your acceptance. NO SAME DAY REGISTRATION WILL BE PERMITTED.
- e. Tents will be fireproof and weighted down. No drilling or anchoring into the pavement, vehicles or building. Tents will be set up against the curb.
- f. 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.
- g. 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.
- h. If Vendor has employees selling for Vendors, please ensure that they understand all the rules of the Market.

6. **MISC. AND FEES:**

- a. All fees will be in accordance with the schedule outlined in the Downtown Troy Farmers Market application and payable in advance.
- b. This Agreement shall be governed by the laws of the State of Ohio. Miami County, Ohio is the exclusive venue for any litigation arising out of this Agreement.

I have read and understand these Rules and Regulations and I agree to abide by them. Along with this agreement, enclosed please find my Certificate of Liability Insurance naming Troy Main Street, Inc. as the certificate holder and the enclosed Product List.

Vendor: _____

Signature

Date: _____