



2019 Farmers' Marketplace Application and Agreement

Non-refundable Seasonal Application Fee: \$10.00

Date Received _____

Approved _____

The St. Charles Farmers' Marketplace, Village of St. Charles, and their representatives assume no liability for damage or injuries incurred by vendors or shoppers from the conduct or participation with the St. Charles Farmers' Marketplace.

Please complete the following information (print clearly):

Yes, I am interested in selling my produce or products at the St. Charles Farmers' Marketplace:

_____ Seasonal Stall: Rate \$120 or \$100 if purchased by April 30th, plus the application fee of \$10.

Or

_____ Daily Stall: Dates _____. Daily rate of \$10 per day plus the seasonal application fee of \$10, resale is \$15 per day plus the application fee. This year we will do buy one, get one free for each vendor who brings a new vendor to the Marketplace. The marketplace will be held each Tuesday, July 9 through October 15. Market hours are 3:00 to 7:00 pm.

The local products and items I will offer at the St. Charles Farmers' Marketplace include:

Fruits _____

Vegetables _____

Baked Goods or other Food Items _____

Fiber or Wood-crafted items _____

Flowers or Plants _____

Herbs _____

Other items _____

Do you need proximity to your vehicle during market days? Yes No If yes, what size and type of vehicle

Vehicle parking inside the park for vendors is limited. Drop off and loading of items is allowed, vehicle storage and parking at the site will be coordinated with the market manager.

Please make checks payable to Village of St. Charles. Sign and return this completed form with application fee and initial deposit of \$75 (seasonal vendors). Balance of the seasonal fee is due by July 23, 2019.

The seasonal application fee is due with application and the daily fee will be collected at Market each week.

(Please Print)

Farm Name _____ Date _____ Phone: _____

Name _____ Signature _____

Address _____

Email: _____

Mail or give application to:

Village of St. Charles
Farmers' Marketplace
110 W. Spruce St.
St. Charles MI 48655
Phone: 989-865-8287

For Official Use: Application Fee _____ Seasonal amount paid _____ Balance Due _____

WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of the Village of St. Charles and the St. Charles Farmers' Marketplace allowing me to use its equipment, facilities, grounds and services for the 2019 St. Charles Farmers' Marketplace season, I agree and recognize as follows:

1. That my participation is completely voluntary and I have familiarized myself with any rules, regulations, and procedures that are involved;
2. That I am aware that certain hazards, risks and dangers are inherent and present, and I acknowledge that although the Village of St. Charles and the St. Charles Farmers' Marketplace has taken measures to minimize the risk of injury to me, the Village of St. Charles and the St. Charles Farmers' Marketplace cannot and does not insure nor guarantee that the participants, equipment, facilities, grounds and/or activities will be free of hazards, accidents, and/or injuries;
3. I agree and recognize that my participation may result in injury or illness and that I agree to assume all risks and dangers and all responsibility for any losses, damages, and injuries arising out of my participation in the St. Charles Farmers' Marketplace;
4. All vendors are responsible for their own vendor tents and tables as well as loading and unloading of their products and goods and should arrive each Tuesday in enough time to completely set up and be open for business by 3:00 PM, and;
5. I agree on behalf of myself and my employees, agents and assigns, ("vendor") to indemnify, defend and hold harmless the Village of St. Charles and the St. Charles Farmers' Marketplace, their agents, employees, officers, officials, and volunteers, to the fullest extent allowable by law, from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with, any suits, actions, complaints, or charges against the Village of St. Charles or the St. Charles Farmers' Marketplace arising from vendor's use of the property, except for those actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of the sole gross negligence of the Village of St. Charles or the St. Charles Farmers' Marketplace.

The above waiver, release and indemnity agreement has been read by me and by signing this agreement I acknowledge that I understand and agree to be bound by its terms.

Company Name: _____

Name (Printed): _____

Signature of Applicant: _____



Definitions, Disclosures, Guidelines, Rules and Regulations

If any of the following information needs further clarification or if you have questions, please contact the Village of St. Charles at 989-865-8287. When at the Market, contact the Market Manager at _____.

2019 Vendor application, space fees, and information:

All vendors will pay a non-refundable application fee of \$10.00

Farmer direct, homegrown, homemade, handmade – Daily Fee \$10.00 Full Season \$120.00 per space rented or \$100 if purchased by April 30th.

Resale – Daily \$15.00 Full Season \$150.00. The St. Charles Farmers' Marketplace Committee reserves the right to limit these spaces during any market season and will NOT exceed 15%.

All vendor fees will be paid prior to set-up. The St. Charles Farmers' Marketplace Committee asks that ALL vendors sign a Hold Harmless Agreement to be returned with their application.

Vendors are allowed a maximum request of three (3) spaces per farm/vendor/business/address for full season rentals. Unused space may be rented at the daily rate upon approval of the Market Manager including rental to daily and seasonal vendors. The Market Manager will call the seasonal vendor to confirm their absence before renting the space to a daily vendor.

Each space is ten (10) feet wide. The space defined by the area indicated and assigned to each vendor and the area immediately behind those assigned areas is the space rented by the vendor and is the responsibility of that vendor to maintain throughout the market day.

DEFINITIONS of PRODUCTS SOLD and ABBREVIATIONS

- Farmer Direct (FD): grown on your farm, in Michigan during the calendar year.
- Homegrown (HG): locally grown from other growers/neighbors in your area, in Michigan during the calendar year, to supplement your product line. NOT to exceed 25% of your vendor space. If it exceeds 25%, resale rent prices will apply and can be paid on a daily basis.
- Homemade (HMa)/Handmade (HM): products made by the seller.
- Resale (RP): Products made available that were not grown or produced by the vendor. These products include produce grown out of state and in state that are NOT LOCALLY GROWN.
- Locally Grown (LG): Produce grown in counties neighboring your own. For example, vendor living/growing in Bay County can sell items grown in Saginaw County but CANNOT sell items grown in Kent County unless resale fees have been paid.
- Cottage Food (CF): produced in your home for sale at the Market proving the proper labeling, point of origin, and expiration date.
- MM: Market Manager
- ED: Executive Director

DISCLOSURE



THE ST. CHARLES FARMERS' MARKETPLACE, ITS BOARD, REPRESENTATIVES, THE VILLAGE OF ST. CHARLES AND ANY OF ITS REPRESENTATIVES ASSUMES NO LIABILITY FOR DAMAGE OR INJURIES INCURRED BY THE VENDORS OR SHOPPERS ARISING OUT OF THE CONDUCT OR PARTICIPATION OF THE MARKET VENDOR.

GENERAL GUIDELINES

The St. Charles Farmers' Marketplace will be open from 3:00 pm to 7:00 pm beginning July 9, 2019 through October 15, 2019.

The intention is to offer locally grown vegetables, fruits, flowers, plants, baked goods, dairy items, prepared foods, and craft items to the Saginaw Bay region residents and visitors. The sale of any other goods is prohibited without the explicit permission of the Market Manager or designated representative. The St. Charles Farmers' Marketplace Committee expects honest and accurate representation by our vendors of their goods. This includes proper and when applicable, lawful labeling of their products and prices.

It is the responsibility of each vendor to follow ALL local, state, and federal regulations and laws.

The St. Charles Farmers' Marketplace Committee or those given authority by the Committee have the right to refuse any vendor on an individual basis on any given Market day. The MM, under the authority of the Committee, shall have full charge of enforcing all rules and regulations. It will be the MM's responsibility to make decisions at Market when special circumstances arise.

RULES & REGULATIONS

- 1) Full season space rental shall be paid as follows: Non-refundable Application Fee of \$10.00 with the complete payment for each space that is to be rented on a seasonal basis is to be paid by FRIDAY, MAY 24th. Any questions regarding this should be directed to Jennifer Rosser-Nesbit at the St. Charles Village Office, 989-865-8287. Failure to return completed application or Hold Harmless Agreement with fee and payment in full by this date may forfeit your location from the market. Any default of payment will result in the loss of designated space. Any and all fees associated with NSF checks will be the responsibility of the vendor.
- 2) Daily Market fees must be paid to the MM **before** setup! No vendor shall setup without first paying for their daily rental along with having completed forms given to the MM for the provided space.
- 3) Daily vendors must occupy space(s) that are available and assigned by the MM. No vendor will be allowed to reserve on a daily basis any given space. There will be no baskets, crates, etc., or people standing by/at a space to hold them for a later arrival of vehicles.
- 4) Seasonal FD, HG, CF, HMa, and/or HM vendors who have RP for sales, even if only for a short durations, must pay the space rental before setup. RP space MUST be identified and grouped together.
- 5) Resale vendors are required to have identifying signs in place BEFORE Market opens for the day. Failure to have proper signage displayed will result in vendor removal from the Market for that day by the MM with NO refund of rent. NO mixing of resale products with FD, HG, HMa, or HM products will be allowed!
- 6) All vendors are responsible for product pricing and product origin signage. It must be clear, legible, and in place before the opening of the Market each day.
- 7) All vendors are required to display a sign inside the space that clearly identifies their operation and location.
- 8) All vendors must clean up the debris around their space at the end of each Market day. Disposal of all garbage a vendor creates while at Market is THEIR responsibility and must be removed by days end.

- 9) Vendors (and their employees) are expected to conduct themselves in a courteous fashion. No foul, profane, or abusive language will be tolerated. We expect each vendor to be respectful and helpful to customers. Vendors are to refrain from public comments that criticize or complain about other vendors, Market operations, and Market opening times. Vendor complaints should be directed to the MM in PRIVATE. Violators of this rule will be asked to leave for the day with no refund of rental fees. ***Additional occurrences could result in revoking vendor privileges with NO refund of fees!!!*** Issues that cannot be resolved between the vendor and the MM may be submitted in writing to the Committee for settlement.
- 10) Fresh meat, dressed poultry, livestock, frozen products, alcoholic beverages must ALL have written approval from the Committee BEFORE they may be sold. Appropriate licensing and inspection documents MUST be from the proper agencies, MUST be provided to the Committee, and MUST be at the Market when vendors are selling.
- 11) No smoking by vendors within 50ft. of the market.
- 12) Vendors are not allowed to have dogs in the vending areas due to food handling.

The St. Charles Farmers' Marketplace Committee would like to thank you for your participation in our new adventure and we look forward to our own growth and continued harvest for many years to come.

