

Rules and Regulations for Vendors

Market Management

The Market Manager is understood to mean the person designated by the Market to supervise operations of the Market. The Market Manager has the discretion and authority to interpret this Agreement and decide if a Vendor is in breach. The Market Manager's contact information is as follows:

Emmi O'Halloran
cottagekitchenia@gmail.com
402-802-5853

Market Dates and Hours

The Market will be held at the **Crescent City Park**, 517 E Welch St, Crescent, Iowa. The Market will begin on **April 27th**. It will be held once a month, on the last Saturday of each month from **9:00 AM - 1:00 PM**. The dates of the Market will be April 27, May 25, June 29, July 27, August 31, and September 28. Additional dates may be added as gardeners begin to harvest their produce. Each Vendor will be made aware if new dates are added to the Market schedule.

Set up hours will be from 8:00 - 9:00 AM. Take down hours will be between 1:00 - 2:00 PM

The Market will not take place on July 20th due to the park being reserved for the Pella Tractor Club event in the morning. As July 20th approaches, the Market will send out email reminders to all vendors and update both the website and Facebook with this information.

Payment and Fees

Day fees will be \$20 per day. Vendors applying for the day space must apply at least one week in advance to the date or dates requested. Day fees must be paid prior to Vendor date via venmo, cash, or check. Late payments may result in the Vendor losing their space until payment is made. The Markets asks that Vendors provide at least one week's notice before the desired vending date. This will allow the Market to effectively plan and coordinate the Market layout and logistics. All fees can be paid via venmo, cash, or check. Late payments may result in the Vendor losing their space until payment is made.

Vendor Stall Requirements

Stalls will be assigned by the Market Manager as applications come in. Season vendors will likely have the same stall each week, while day vendors may be in a different stall each week. A stall map will be sent out no later than 6:00pm the night before the market.

A 10x10 foot space will be given to each vendor marked by flags. The Market does NOT provide canopy tents, tables, or chairs. Each vendor is responsible for providing their own equipment.

It is recommended for Vendors to have signage portraying their name and location (town). All prices must be visible to customers. Signs can be simple (chalk or marker board).

Electricity

Electricity will be available for a \$5 fee.

Parking

Vendors will be allowed to park their vehicles in the Lot A parking during the allotted set up and take down times. During regular Market hours, Vendors must park their vehicles in the lot next to Denny's (parking map available on website). No Vendor vehicles will be allowed in the park lot or school lot during market hours. Transportation between the lot and the Market will be provided.

Food trucks will be allowed to set their vehicles up in the maintenance parking lot, marked as Lot B on the parking map.

Compliance with Laws and Permitting Requirements

“A Vendor who offers a product for sale at a Farmers Market shall have the sole responsibility to obtain and maintain any license required to sell or distribute the product.” Code of Iowa, Section 137F.8

The Vendor is required to comply with all applicable local, state, and federal laws and/or permitting requirements at all times. A copy of all food permits must be on hand at all times. The Market Manager has the authority to ask to see any necessary permits or licensing in accordance to what a vendor is selling. If any violation of Iowa food laws occur, the Vendor will be charged a \$50 fee and will not be permitted to sell at the Market until appropriate permitting or licensing is obtained.

Food Licensing and Labeling Requirements Resource:

<https://dial.iowa.gov/licenses/food-hotels/farmers-markets>

Sales Tax

Vendors are responsible for obtaining a sales tax permit from the Iowa Department of Revenue if selling products that are taxable. In general, fruits, vegetables, and bakery items are not taxable, while crafts, plants, and flowers are taxable.

Product Standards and Quality

The Market is a producer-only Market. All products must be grown, raised, or produced by the business selling the products. No MLM's (Multi Level marketing)

We value the quality of products sold. All products sold at the Market must be, in the opinion of the Market Manager, of high quality and free of pests, disease, rot, and spoilage. The Market Manager has the authority to sample Vendor's products to ensure proper quality is maintained and to deny a Vendor the right to sell products that are of inferior quality. All food items must be kept at the appropriate temperatures at all times. Food/produce must also be displayed up off the ground. It is to your advantage to have it packaged or displayed attractively.

Market Safety and Sanitation

Vendors must maintain a clean and sanitary stall. Vendors are responsible for cleaning up their own stalls at the close of the Market. Vendors must take home all of their equipment and must pick up any trash that accumulated at or around their stall throughout the day—including perishable items.

- Smoking and vaping are not permitted by Vendors in or near the Market area.
- Vendors who provide food samples to Market customers are responsible for setting up their own sanitation station and trash can.
- No animals are allowed in any of the Vendor stalls with the exception of service animals.
- No vehicles are permitted to power coolers or other equipment at the Market.

Liability Insurance

Vendors must obtain insurance to cover any accidents, injuries, or property damage that may occur during the Market. The Market will not be held liable for any incidents that may arise, and Vendors are responsible for their own protection and indemnification. By participating in the Market, Vendors acknowledge and understand the importance of having liability insurance for their own financial security and the protection of all parties involved.

Indemnification, Hold Harmless and Defend

Vendor shall indemnify, hold harmless and defend the Market, its officers, agents and employees from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees, of any nature whatsoever (including, but not limited to, property damage and loss, bodily injuries, sickness, disease or

death), directly or indirectly arising out of or in connection with Vendor's participation in the Market. This provision shall survive the termination of this Agreement.