***Salem Community Farmers Market Association Rules 2018***

1. Market selling hours will be from 2:00pm until 5:00 pm at the Bryan Memorial Park at the First pavilion.

2. The Market will proceed "rain or shine."

3**. All vendors will complete "the Vendor Application" and receive approval from the Market Association prior to Market Day.**

4. **If Vendors will be unable to attend with reserved space need to contact a Market Association Member prior to Market**. ln the event of a vendor, without prior notification, that vendor will forfeittheir space to other vendors without any refund of fees. A vendor will be considered absent if they have not called a Market association Member and are not on site by 1:15 p.m. lf a vendor is absent on more than one occasion, they will be subject to forfeiture of their space for theduration of the season, with **NO REFUND** of fees.

5. Vendors shall supply their own tables and materials for their space and provide for in setting up, operating, and dismantling their space. (All displays and signs must be kept within the vendor’s designated area.)

6. Vendors may begin to set up by 1:00 p.m.

7. No Loud verbal announcements or "hawking" of products will be allowed.

8. Vendors are responsible for cleaning up of their own debris after Market closing.

9. Vendors are responsible for following the laws of the City of Salem, lL, State of Illinois and Marion County for taxes and appropriate insurance. Also, regulations pertaining to labeling, packaging and storage of eggs, meat, cheese, jams, honey, and baked goods, etc. must be followed.

10. Each vendor is expected to fairly price their goods, as not to purposely undersell the other vendors. Complaints by other vendors will result in a review by the Market Association and, unless corrected, the vendor may be asked to leave and forfeit their space and pre-paid fees.

11. All vendors must prominently display prices of all items offered for sale,

12. Sharing of vending space requires approval of the Market Association.

13. The Market Association is permitted to randomly inspect products offered for sale. 14. Fruits and Vegetables sold should be locally grown in accordance with the requirements of the Farmers' Market Nutrition Program(FMNP) and our market Rules: which states "***Locally Grown***" shall mean that the product was grown in Illinois within 40 miles of the City of Salem, Illinois. The Market Association will consider vendors selling **Fruits and Vegetables grown outside the local 40 miles around the city of Salem, Illinois, on a case by case basis. Only indigenous fruits or vegetables will be permitted.**

15. Vendor’s produce must be **80% homegrown produce by the vendors themselves**. The exception to this rule is with Peaches, Berries and Apples grown from Local Orchards. (see #14 for the definition of ***Locally Grown***)

16. Copies of insurance (if you have it) and of Licenses (Food handlers, Food samplers, Food management ) need to be turned in with Vendor Application.

**\*\*\*\*important disclaimer: We don’t cover Vendor insurance for individual vendors. It is your responsibility to buy your own. If there is an incident at your booth resulting in legal action it will be your responsibility to cover all expenses (money pay outs, legal fees, etc.) if something happens at your booth. The City of Salem requires you to carry Vendors insurance. If you choose not to get insurance IT WILL BE YOUR RESPONSIBILITY IN THE EVENT OF SOMETHING HAPPENING TO COVER ANY LEGAL ACTIONS AGAINST YOU.**

SALEM COMMUNITY FARMER'S ASSOCIATION MARKET

2018 Summer Growing Season

VENDOR APPLICATION

Business Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Products to be sold ***(\* if you are selling from more than one group, please list***

***Percentage of each group)***

Vegetables/Fruits Yes\_\_\_\_\_\_No\_\_\_\_\_\_\_\_

Baked Goods Yes\_\_\_\_\_\_No\_\_\_\_\_\_\_\_

Crafts Yes\_\_\_\_\_\_No\_\_\_\_\_\_\_\_

lf yes, please list the crafts (ex. jewelry, dolls, etc.):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Processed meats or foods Yes\_\_\_\_\_No\_\_\_\_\_\_\_\_\_

lf yes, please list the processed products:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Vendor contracting out with other area producers Yes\_\_\_\_\_No\_\_\_\_\_\_\_\_\_

Please List names and addresses: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

(Understand Farm visits may be given to these producers too) Use back if needed.

If additional space is needed you may be charged for an extra booth.

***Market Opening is scheduled for May 24,2018***

The Market is every Thursday from 2:00-5:00 (with option to be able to stay later if vendor wants to)

Last Market date is tentative : October 25,2018

**\*\*\*\*\*\*\*\*important disclaimer: We don’t cover Vendor insurance for individual vendors. It is your responsibility to buy your own. If there is an incident at your booth resulting in legal action it will be your responsibility to cover all expenses (money pay outs, legal fees, etc.) if something happens at your booth. The City of Salem requires you to carry Vendors insurance. If you choose not to get insurance IT WILL BE YOUR RESPONSIBILITY IN THE EVENT OF SOMETHING HAPPENING TO COVER ANY LEGAL ACTIONS AGAINST YOU.**

Please check which you are applying for:

\_\_\_\_\_\_\_Full Season $25

\_\_\_\_\_\_\_One time Vendor fee is $5.00 which may be applied to full season fee

Need water\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Need Electric\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Need additional 15 or 30 minutes for set-up \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**All local Health Department Guidelines will need to be met prior to acceptance into**

**the market (copy of Health department licenses). Copy of Certificate of insurance needs to accompany the application ( as required by the City of Salem), Hold Harmless Agreement, and Signed copy of the rules will need to accompany this application along with appropriate fee. Check should be made out to:**

**Salem Community Farmer's Market Association**

The Market Association reserves the right to deny application for the market. No walk in

Vendors will be allowed the day of the market, arrangements need to be made at

least one day in advance.

I have read and understand the Rules & Regulations that have been set forth by the

Salem Community Farmer's Market Association

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Send completed application to:

Salem Community Farmer's Market Association

c/o Lisa Dow

698 bobwhite Rd

Flora, IL 62839

Questions: Contact 618-899-8048 Rhonda or Email : Rhonda.scfm@gmail.com

***SALEM FARMERS MARKET ASSOCIATION***

***2017 HOLD HARMLESS AGREEMENT***

***Indemnification and Release***

Seller \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(HEREINAFTER REFERRED TO AS "Seller"), being provided selling space at the Salem Community

Farmer's Market Association, agrees to the following terms and conditions:

1. Salem Community Farmer's Market Association is operated by the Salem Community Farmers Market

Association and its Executive officers, independent contractors, employees, agents, members and

Volunteers.

2. "Seller" shall mean any farmer, vendor, participant, volunteer, or entity at the Farmers' Market;

seller's employees, agents or volunteers, including family member; and its heirs and assigns.

Indemnification

3. Seller shall *indemnify and hold harmless* the Salem Community Farmer's Market Association, the City of Salem, and Marion County, Illinois; its association boards, commissions, officers, agents, employees and Volunteers from any and all loss, damages, liability, claims, lawsuits, costs, and expenses whatsoever, including reasonable attorney's fees, connected to any act or services, or in relation to the Salem Community Farmer's Market Association. **\*\*\*\*important disclaimer: We don’t cover Vendor insurance for individual vendors. It is your responsibility to buy your own. If there is an incident at your booth resulting in legal action it will be your responsibility to cover all expenses (money pay outs, legal fees, etc.) if something happens at your booth. The City of Salem requires you to carry Vendors insurance. If you choose not to get insurance IT WILL BE YOUR RESPONSIBILITY IN THE EVENT OF SOMETHING HAPPENING TO COVER ANY LEGAL ACTIONS AGAINST YOU.**

4.Seller hereby waives, *releases, and discharges* any and all claims for damages for personal injury,

Death, or property damages which it may have or which may hereafter accrue as a result of its

Activity at the Salem Community Farmer's Market Association.

5*.Seller hereby assumes liability and financial responsibility for any accident, injury or property*

*Damage resulting from failure to comply with the Farmer's Market Rules and Regulations, specifically*

*Health and safety regulations.*

***I HEREBY STATE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO FOLLOW THE ABOVE PROCEDURES OUTLINED IN THIS COPY OF HOLD HARMLESS AGREEMENT INDEMIFICATION AND RELEASE FORM. lN WITNESS THEREOF,* this agreement is executed this (day)\_\_\_\_\_\_\_\_\_\_\_(month)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Year 20\_\_\_\_**

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**Seller's Name :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Seller's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_**

**Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

***Please return this form with application packet and proof of insurance from your agent and any necessary copies of Illinois Health dept. documents.***