

# Cheverly Community Market 2009 Farmer/Producer Application

Dear Farmer/Grower or Producer:

Thanks for your interest in the Cheverly Community Market. A 2009 Market Application and the Cheverly Community Markets Rules and Products Guidelines are attached. Please review the Market Rules and Product Guidelines before you complete your application, and retain them for your records.

**Return your completed application including the Application Cover Sheet, to:  
Cheverly Community Market, 2903 64<sup>th</sup> Avenue, Cheverly, MD 20785  
PLEASE MAKE ALL PAYMENTS**

If you have questions, please contact Crystal Lal at 301-773-0635 or [crystal.lal@verizon.net](mailto:crystal.lal@verizon.net)

I look forward to working with you toward a successful market season in 2009!

Vendor's Name: \_\_\_\_\_ Name of Business: \_\_\_\_\_

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

Home Address (if different from above): \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Website: \_\_\_\_\_

Type(s) of produce/products Vendor expects to sell at the Market in 2009:

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

I plan to participate as a Vendor:

_____ May 30 <sup>th</sup>		
_____ June 13 <sup>th</sup>	_____ June 27 <sup>th</sup>	
_____ July 11 <sup>th</sup>	_____ July 25 <sup>th</sup>	
_____ August 8 <sup>th</sup>	_____ August 22 <sup>nd</sup>	
_____ Sept. 5 <sup>th</sup>	_____ Sept. 12 <sup>th</sup>	_____ Sept 26 <sup>th</sup>
_____ Oct. 10 <sup>th</sup>	_____ Oct. 24 <sup>th</sup>	
_____ All Season		

\_\_\_\_\_ My \$25 application payment is enclosed in-full

This 2009 CONTRACT FOR VENDING IN THE CHEVERLY COMMUNITY MARKET, is entered into and agreed upon, with the Vendor having fully read and being in full agreement with the attached "Terms and Policies ...", as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009

Vendor Signature

\_\_\_\_\_

## Rules and Product Guidelines

### 2009 CONTRACT FOR FARMERS AND VENDORS

#### CHEVERLY COMMUNITY MARKET

In consideration of the opportunity to lease stall space(s) and vend in 2009 in the Cheverly Community Market (hereafter referred to as "Market"), and the Vendor (hereafter referred to as "Vendor") by signing the Contract attached, agree to the following terms and policies:

#### 1. TIMES OF OPERATION

The Market will operate Saturdays – 8:00 a.m. to 12:00 p.m. from May 30, 2009 through October 24th, 2009, on the following Saturdays:

May 30<sup>th</sup>

June , 13<sup>th</sup>, 27<sup>th</sup>

July 11<sup>th</sup>, 25<sup>th</sup>

August 8<sup>th</sup>, 22<sup>nd</sup>

September 5<sup>th</sup>, 12<sup>th</sup> 26<sup>th</sup>

October 10<sup>th</sup>, 24<sup>th</sup>

The Cheverly Community Market reserve(s) the right to terminate the Market or change its time and/or location and/or other policies as may be deemed necessary.

#### 2. ELIGIBLE VENDORS

Vendors in the Market selling food products and plant materials produced by themselves shall be accepted under one or more of six categories. All goods offered for sale, including those not produced by the Vendor, must be legibly labeled as such with its place of origin clearly marked with the price. The categories are as follows:

A. Home Grown/Processed Farm Fresh by the Vendor – Vendors of fresh and unpackaged, home grown vegetables, fruit, nuts, cut flowers, potted plants and herbs (annuals and perennials), and dried flowers; along with fresh, home grown food products, minimally processed and packaged in new containers by the Vendor such as honey, other syrups, jellies, jams, preserves, baked goods, persimmon pulp, dried spices and herbs, flour, cornmeal, unpopped popcorn, seeds, home canned produce, cider and other pressed juices, dairy products, and vinegars.

B. Home Grown/Processed Farm Fresh Organic by the Vendor - Vendors who offer for sale any of the above described (A) produce as organically grown on their own farm. All the products sold are organically grown. Vendors must be listed as an "organic farmer" with the appropriate state department residence prior to claiming this category.

C. Other Local Maryland Farm Produce or Products –Vendors who offer any of the above described (A and/or B) may sell products for other producers, so long as the other producer is no more than

**180 miles** from Cheverly; all other requirements of the Market are met by the original producer; and the original producer is identified to the public or otherwise approved by the Market Committee.

D. Other Farm Produce or Products from Outside Maryland – Vendors who offer any of the above described (A) produce or products for sale or obtained for resale from outside of Maryland. These vendors will be allowed only if no other local source is available and if the item is either Fair Trade, Organic, Biodynamic, or Heirloom. Such products that would be considered include chocolate, coffee, teas, spices, and dried beans.

E. Concessions – Vendors who prepare food and/or beverages on-site for sale and immediate consumption at the Market and have appropriate licensing to do so and follow Maryland Department of Health Regulations

F. Arts/Crafts/Misc. – Vendors who offer handmade or other products which have been juried by the Market will be permitted in the Cheverly Farmers' Market if space is available. Vendors who have a storefront business will also be permitted to vend if approved by the Market.

Vendors must permit periodic on-site inspections of his/her farm/business location by Cheverly Community Market personnel and/or the Market Manager, Vendors' Representative, or agents to verify the designated category.

### **3. VENDOR REQUIREMENTS**

Vendors may have access to their space(s) beginning at 7:30 am on Saturdays. These times must be adhered to. For safety reasons, on Saturdays, early take-down and departure before closing time will not be allowed. Exceptions may be made in case of emergency. See the Market Manager.

Each Vendor must have a Contract on file with the Cheverly Community Market and have fees paid up to date. Vendors are required to set up their display each day they offer goods for sale at the Market. They are to be present and selling at their space(s) during the time their goods are offered for sale. Vendors may not share their stall space with others without the expressed written consent of the Market. However, they may assign persons to assist them. The Vendor signing this Contract takes full responsibility for his or her Market space(s), including the sales that occur there and the actions of his or her assistants.

The Prince Georges' County Department of Health is requiring each Vendor selling potentially hazardous food to be a certified food handler. If applicable, this permit must be obtained and in good standing prior to the start of the season. The cost of said permit will be the responsibility of the Vendor. Kitchens will be inspected and Vendors will also be inspected at the Market. Unreserved Vendors selling on a daily basis that fall into this category will also need a permit before selling at the Market.

Vendors cooking on-site must keep a fire extinguisher visible and accessible at all times.

Vendors are required to have adequate insurance to operate such vehicles as are needed to vend at the Market and adequate insurance to do business in the State of Maryland.

The Vendor must display legibly marked prices for all goods offered for sale. All goods offered for sale that are not produced by the Vendor must be legibly labeled as such with its place of origin clearly marked with the price..

All Vendors must dress appropriately and shoes and shirts are required.

There will be NO smoking by Vendors in any stall spaces or the Farmers' Market area.

No animals are allowed in the Market vending area, including dogs.

Vendors need to keep a watchful eye on their children at all times during the Market day. Children should not be allowed to wander the Market area without a parent or guardian with them. The Market and the Market Manager assume no responsibility for the safety or whereabouts of the participants or their children.

The Market will invite Vendors to participate in the Market. All goods offered for sale must be in sound condition. All edible goods must be safe for human consumption. The Vendor is solely responsible for any damages resulting from the sale of unsound or unsafe goods. The Market Manager is authorized to require a Vendor to immediately remove any low quality merchandise from the Market, and/or to vacate the Market, and/or remove a Vendor permanently if, for any reason, that Vendor is not making a significant contribution to the Market. The Market has the sole discretion to determine who may participate and sell at the Market.

Vendors are required to maintain their space(s) in a clean, safe, and sanitary manner, including protecting the pavement from oil or fuel drips from any part of the Vendor's vehicle. This includes hauling away any trash or garbage that is generated in or around the booth and sweeping up any product debris left on the ground. Vendors are not permitted to dispose of produce waste, overripe or leftover produce or boxes in any on-site or off-site garbage cans or dumpsters surrounding the Market site. If Vendor is using cups, etc. for sampling purposes, they must supply their booth with a small trash can or attach a small garbage bag to their booth for their customers. Vendors should bring their own brooms and dust pans.

#### **4. VENDOR REGISTRATION**

Frequent seller Vendors, those who plan to vend once, most, or all of the Market season must deliver a signed Contract to the Market and pay the prescribed fees before May 1<sup>st</sup> 2009 or as otherwise noted (see fee payments in #6). This Contract is valid for the Market season in the year 2009. Vendors with more frequent usage will be assigned priority spaces. Vendors with less frequent usage will be assigned available spaces upon arrival to the Market.

A Vendor desiring to vend periodically must deliver a signed Contract to the Market at least one week (seven days) before the first day he or she plans to vend in the Market. No Vendor will be allowed to vend on a given day unless the contract has been submitted to the Market at least seven days previous to the day of vending and the Market Manager has been notified. These Vendors will be assigned one Market space on each day they vend by the Market Manager. The Vendor will pay the Market Manager the daily fee for the space(s) used that day

#### **5. ASSIGNMENT AND LIMITS OF SPACES**

Seasonal vending spaces will be allocated in advance of the opening of the Market by the Market Manager. No portion of the prepaid fee of the assigned Vendor who was not present will be refunded.

#### **6. RENTAL FEES**

All 2009 fees are non-refundable and are assessed on a schedule listed below.

Each Vendor/Concessions category shall pay the following fees:

	<u>Initial Space</u>	<u>Additional Space</u>
All Season – 12 Saturdays	\$300	\$200
Daily Fee – Saturday	\$30/day	\$20

Not-for-Profit organizations may make special arrangements for fundraising activities with the Market at any time during the Market season.

Payment for the season may be made by check to the Market, in full by May 1, 2009  
If you want to vend for a partial season, you must pay the daily rate.

Payments for Daily Fees will be made on the day of use to the Market Manager.

## **7. EQUIPMENT AND SUPPLIES**

During the week, each Vendor may supply a stand, counter or tables not to exceed the width of his or her stall space(s) and these, including products, tents, and displays, are allowed only up to the brick line adjacent to the sidewalk. The back or tailgate of a truck or wagon may be used in addition or in place of the above but must be placed in the street next to the curb. Umbrellas or other weather protective devices may be supplied by the Vendor, who is solely responsible for damages or personal injuries resulting from the use thereof. Produce and products are to be marketed from the street side of the sidewalk only. Produce and products marketed from stalls are to be marketed, shown, or placed next to or on its presenting vehicle, counter, table(s), or the street, as directed by the Market Manager. Food items must be at least 6" off the ground. Every Vendor who shall offer for sale at the Market any article by weight or measure shall have appropriate scales, weights, and measures properly examined, tested, stamped, and sealed.

## **8. BREACH OF CONTRACT**

A violation of any provision of this Contract, at any time, shall constitute a Breach of Contract and a default by the Vendor. The Market Manager has full and complete authority to request that the breach be corrected immediately. If the breach is not corrected immediately, appropriate action shall be taken, up to and including barring the Vendor from further participation in the Market. If the latter action is taken by the Market, there will be no refund of any payment already paid by the Vendor to for vending privileges. If a Vendor is asked to leave for reason of a Breach of Contract, that Vendor will not be allowed to return for the rest of the 2009 Market season. However, the Market Manager may IMMEDIATELY TERMINATE a Vendor's Contract if it is determined that a product or products labeled or sold as enumerated in Section Two (2) of this Contract is deemed to be not in compliance with these requirements or any other in this Contract.

## **9. INDEMNIFICATION**

The Vendor may not instigate any action or suit of law or in equity against the Market, the Board of Directors, any employee or agents; the City of Cheverly, the City's employee's or agents or any adjacent property owner. A Vendor will not aid in the institution or prosecution of any claim for

damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss, or injury to person(s) or property as a result of operation under this Contract. This Section 11 shall survive any termination of the Contract.