



Vendor Application and Annual Agreement

Name:	Email Address:	Phone Number:
Business Name:		
Type of Business or Organization (Please check all that apply):		
<input type="checkbox"/>	Grower/Producer <small>(includes fruits, vegetables, herbs, nursery products, meats, eggs, dairy and seafood)</small>	
<input type="checkbox"/>	Value Added/Prepared Food <small>(includes jams, jellies, pickles, baked goods, cheeses, candies, confections, and other such items)</small>	
<input type="checkbox"/>	Handmade/Crafts/Art <small>(handmade household items, original artwork, handmade soaps, candles, jewelry, textiles, and other such items)</small>	
<input type="checkbox"/>	Hot Food/Concessions <small>(includes items to be consumed on premises, such as hot foods, beverages, refreshments)</small>	
<input type="checkbox"/>	Non-profit or Community Organization <small>(local causes, educational institutions, government organization, advocacy groups, etc)</small>	
Description of Business or Organization:		
Business or Organization Website:		
Please list any social media your business or organization uses and associated handles:		

Please list all products you plan to sell at the market (you may attach a separate page if needed):

Please list all Certifications, Registrations, and/or Licenses your business carries:

(All vendors must have City of Orlando Business Tax Receipts and/or Solicitor's Permit, contact City Permitting for more information)

Requested Space Type:

Qty	Type Requested
	10' x 12' Space (allotted space for 10'x10' tent, vendor supplies, and a 2' buffer area)
	10' x 5' Space

Electricity Needed? Please note, booths with electrical access are limited. Approval of electrical requirement/provision will be at the discretion of the Farmers Market Coordinator.

<input type="checkbox"/>	No
<input type="checkbox"/>	Yes

If yes, please list all electrical equipment you will be using (include power load requirements):

Please attach copies of all applicable licenses, permits, and certifications for your business or organization. If you do not have a business website or social media, please send photos of your farm, products, or work.

By signing below, the Vendor acknowledges that this application does not automatically reserve a Market space, but may place them on a waiting list based on space availability within a product category. Vendor acknowledges that, if space is available and this Agreement is approved by the Farmers Market Coordinator, Vendor is granted a revocable license to use space at the Parramore Farmers Market and that such license may be terminated at any time, with or without cause, by the Farmers Market Coordinator in his or her sole discretion. Additionally, the Vendor's signature below indicates that Vendor has read and understands the Parramore Farmers Market Vendor Policies and Procedures, attached as Exhibit "A" and incorporated herein by reference, and that any violation of such may result in loss of Parramore Farmers Market usage privileges. Further, Vendor certifies it meets all local, state and federal health, inspection and licensing requirements prior to selling products at the Market. Vendor's signature also indicates agreement with the terms of the Hold Harmless, Indemnification and Copyright Agreement below.

Hold Harmless/Indemnification/Copyright Agreement

Vendor shall indemnify and hold harmless the Orlando City Soccer Club and the City of Orlando, its agents, employees, commissioners, contractors and assigns, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys' fees for trial and on appeal, of any kind or nature for injury, damage or loss arising out of or in any way connected with this Agreement or Vendor's use of the space(s), sale of goods or conduct of business by Vendor, its agents, servants, employees, customers, patrons or invitees or any act or omission of Vendor, its agents, servants, employees, customers, patrons or invitees in connection with the Parramore Farmers Market.

Vendor is responsible for all monies collected from the sale of Vendor's goods. The City and the Farmers Market Coordinator are in no way responsible for any lost or stolen monies or items. Collection of sales tax on Vendor's sales, when required by the State, is the responsibility of the Vendor.

Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Market; and Vendor agrees to indemnify and hold harmless the City, its agents, employees, commissioners and assigns from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights

furnished or used by Vendor in connection with this Agreement and will defend the City from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Orange County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this Agreement shall be Orange County, Florida. This Agreement may not be modified or amended except by a writing signed by the parties.

Vendor Signature _____

Print name _____ Date _____

Items approved for sale _____

Market Coordinator Signature _____

Print name _____ Date _____

Please list all Authorized Representatives

Exhibit A

Parramore Farmers Market Policies and Procedures

Market Hours: Saturdays, 8:00 a.m. – 1:00 p.m.

General Requirements

- All Vendors are responsible for compliance with applicable city, county, state and federal regulations and must be able to supply proof of such upon request.
 - a) All vendors must hold a valid business tax receipt or valid solicitor's permit from the City of Orlando.
 - b) All Growers/Farmers/Ranchers must provide the Farmers Market Coordinator the following documentation (as it applies to the vendor or product) prior to selling at the Market:
 - i) Product List
 - ii) Applicable Certification, Registration or License through the appropriate governmental or supervising agency, including a completed copy of the Extension County Growers Permit Form, available from your county's extension office.
 - c) All Prepared Food/Value-Added Food vendors must show proof of a certified kitchen (unless products fall under the provisions of the Cottage Food Rule) and any other food safety requirements as determined by the Florida Department of Agriculture and Consumer Sciences, the United States Department of Agriculture or other appropriate governmental authority.
 - d) All Hot Food/Concessions vendors must provide proof of permit from the Florida Department of Business and Regulation's Division of Hotels & Restaurants and must meet all food safety requirements therein.
- Vendors must maintain a high degree of personal cleanliness during all periods of duty. Hair nets, head bands, caps or other effective hair restraints must be worn by all persons engaged in the preparation and service of food to keep hair from food and food-contact surfaces. Food service personnel are required to wear shirts with sleeves and disposable sanitary gloves.
- By Vendor's operation at the Market, Vendor consents to the City of Orlando and Orlando City Soccer Club's right to photograph or video any Vendor or Vendor booth for the use of advertising or promotion of the Market. All images become the property of City of Orlando and Orlando City Soccer Club.
- The City of Orlando and Orlando City Soccer Club logos may not be used for any purpose without the written consent of the agency.
- All Vendors must submit a completed application and signed vendor agreement.
- All Vendors are responsible for payment of any local, state or federal taxes, including sales tax.
- The Farmers Market Coordinator and venue staff have supervision and control of the activities of the market and the designated market area. The Farmers Market Coordinator has full responsibility for making certain that all rules and regulations as set forth by the Parramore Farmers Market are followed by each Vendor and/or any agents or employees.
- All items for sale must be approved by the Farmers Market Coordinator prior to Vendor's use of a space at the Farmers Market. When adding any additional items to a booth for sale, the Farmers Market Coordinator must approve such items in advance.

- Approved Vendors are granted a revocable license to use space at the Market and such license may be terminated at any time, with or without cause, by the Farmers Market Coordinator, City of Orlando, or Orlando City Soccer Club, in their sole discretion.

Product Eligibility & Guidelines

- Vendors may sell locally-produced farm and food products including (but not limited to): fruits, vegetables, dairy, cut flowers, plants, cheese, jams, jellies, relishes, honey, canned goods, pastas and baked goods; as well as handmade natural soaps, home cleaning products, and some craft items.
 - a) Regional farmers and producers who bring products that are 100% grown, harvested, produced or caught within 150 miles of Orlando, FL are preferred. The Farmers Market Coordinator may request on-farm site visits to verify local sourcing.
 - b) No vendor may buy products and re-sell them at the market without prior approval by Farmers Market Coordinator. Resale of Florida-grown or –made products are subject to case-by-case approval. Sourcing must be documented, verifiable, and approved by Farmers Market Coordinator, with Farm of Origin prominently displayed on all applicable signage.
 - c) Prepared foods/value-added items are to be made from scratch and include as many local, seasonal ingredients as possible. They may not be prepared using commercial mixes.
 - d) Craft Vendors must sell goods made locally in Florida. All art or craft *must* be handmade or original items by the artist or his/her representative.

Setup Guidelines

- Farmers Market Coordinator and venue staff shall designate all vending and parking areas. The Farmers Market Coordinator determines where each Vendor is placed within the Market. No Vendor space is permanent and a Vendor's assigned space may be moved at any time by the Farmers Market Coordinator.
- All vendors must be set up no later than 7:50 a.m. and ready to do business when the market opens at 8:00 a.m. No vendor shall set up before 6:30 a.m. or after 7:45 a.m. without prior approval by the Farmers Market Coordinator. All vendors must be completely set up by 8:00 a.m. and stay open with complete set up until 1:00 p.m.
- At the beginning of each market, vendors will check in with the Farmers Market Coordinator and submit rent prior to setting up.
- Vendors must provide all equipment, including any canopies, umbrellas, tables, table covers, chairs, display structures, and signage. Canopies, tents, and other equipment may only be branded with the logos of vending agency and partners.
- Access to electricity is limited and must be requested during the application process.
 - a) Vendors approved for electrical access must provide 100' extension cords rated for outdoor use.
 - b) Vendors who wish to provide their own electricity using a generator or other device must receive approval from Farmers Market Coordinator. Noise and safety will be taken into consideration.
- Vendors must have prominent signage presenting the business name and location of the farm or business.
- All products shall be clearly priced. Producers/vendors must have signs, boards, tags or labels listing prices of every item for sale.

- All canopies, umbrellas, and other forms of cover must be sufficiently and safely secured from the moment the canopy is erected at the start of the market day until the moment immediately before it is taken down at the end of the market. Canopies shall be weighted with at least 20 pounds per tent leg to ensure safe operations. Weights and signage should not present any hazards (such as tripping) to customers. The Farmers Market Coordinator reserves the right to remove any equipment deemed to present a hazard or be of substandard appearance.
- All vending areas must be cleared and cleaned up no later than 2:00 p.m.

Vending Guidelines

- Vending may take place between 8:00 a.m. and 1:00 p.m. No sales are permitted before or after the permitted vending hours.
- Vendors are encouraged to present their products in a professional and clean manner, including the display of such products. Selling spaces must be kept clean and neat. Each vendor is required to leave the space clean at the end of the day. The Vendors must remove all residue or waste products, as well as signs, tents, tables, etc. at the end of each Market day.
- Vendors must have prominent signage presenting the business name and location of the farm or business.
- All products shall be clearly priced. Producers/vendors must have signs, boards, tags or labels listing prices of every item for sale.
- Food samples must be presented in a safe and sanitary manner, in accordance with any state and local regulations. The Vendor must provide trash receptacles for the disposal of any sampling materials such as cups, spoons, or toothpicks and will be responsible for disposing of any waste generated as part of distributing samples.
- All profane, abusive, discourteous, discriminatory and boisterous conduct at or about the market area are prohibited. Fraudulent, dishonest, or deceptive merchandising, disruptive behavior, or collusion to set prices among vendors may be grounds for forfeiture of the right to do business of any kind in the market. Violation of any laws, venue rules, general public safety rules or Market policy listed in this Agreement by Vendor or Vendor's staff or exhibition of improper behavior as listed above may result in termination of the license to use the space. Vendors shall generally be given a written warning from the Farmers Market Coordinator of any such violation and two written warnings will constitute immediate termination.
- Vendors must conduct themselves in a courteous and professional manner with other vendors, Market personnel, and Market patrons. Failure to do so is cause for immediate removal from the Market.
- All complaints against Vendors may be resolved by the Farmers Market Coordinator.

Market Attendance

- Vendors must notify Farmers Market Coordinator 48 hours in advance if they are unable to attend the market for any reason. All cancellations must be made by phone or email. Vendors who cancel less than 48 hours prior to a market will be charged the vendor fee to be paid prior to their next appearance at the market. In emergency situations (such as illness, death, or vehicle problems) vendors should contact the Farmers Market Coordinator as soon as possible via telephone or email.
- Three consecutive no-shows may constitute grounds to terminate vendor privileges.
- The Parramore Farmers Market is **Rain or Shine**. With exceptions for cases of severe or dangerous weather, the market will take place regardless of rain or cold. Vendors should be

adequately prepared for sudden Florida rains (suggestions include plastic sheeting to cover merchandise if needed, a pole to push rain off canopies, etc.) In cases of severe or dangerous weather (hurricanes, tropical storms, tornado warnings, excessive winds, lightning, etc.), the Farmers Market Coordinator or Orlando City Soccer designee may cancel the market. Vendors will be notified of cancellations in a timely manner.

- The City, the Farmers Market Coordinator and Orlando City Soccer reserve the right to close the Parramore Farmers Market any Saturday for any reason and do not guarantee any minimum number of weeks of operation.

Pricing Schedule (prices do not include sales tax):

Introductory Rates (valid January 2018 – March 2018) **PAYABLE TO CITY OF ORLANDO BY CHECK ONLY**	
<u>Space Type</u>	<u>Weekly Rate</u>
Standard 10'x 12' Space These spaces can accommodate standard 10'x10' canopies.	\$10
Standard 10' x 12' Space with Electricity (limited availability, subject to approval) These spaces can accommodate standard 10'x10' canopies.	\$15
Double 24'x 10' Space These spaces can accommodate 2 standard 10'x10' canopies or single 10'x20' canopies.	\$20
Double 20' x 12' Space with Electricity (limited availability, subject to approval) These spaces can accommodate 2 standard 10'x10' canopies or single 10'x20' canopies.	\$25
Small 8' x 10' Space These spaces can accommodate market umbrellas or small (5'x5') canopies.	\$8
Approved Non-Profit Booth Subject to approval. Space determined by availability.	FREE

Standard Rates (valid April 2018 - September 2018) **PAYABLE TO CITY OF ORLANDO BY CHECK ONLY**	
Space Type	Weekly Rate
Standard 10'x 12' Space These spaces can accommodate standard 10'x10' canopies.	\$15
Standard 10' x 12' Space with Electricity (limited availability, subject to approval) These spaces can accommodate standard 10'x10' canopies.	\$20
Double 20'x 12' Space These spaces can accommodate 2 standard 10'x10' canopies or single 10'x20' canopies.	\$30
Double 20' x 12' Space with Electricity (limited availability, subject to approval) These spaces can accommodate 2 standard 10'x10' canopies or single 10'x20' canopies.	\$35
Small 8' x 10' Space These spaces can accommodate market umbrellas or small (5'x5') canopies.	\$10
Approved Non-Profit Booth Subject to approval. Space determined by availability.	FREE