

Cagan Crossings Farmers' Market Guidelines

Fridays 4 to 8pm Location: Cagan Crossings Town Center

Seasonal/Friday after Labor Day until the last Friday in June

Cagan Crossings Farmers' Market is a market in which farmers, growers and producers sell their own products directly to the public when possible, allowing consumers to have a direct relationship with the producer of the items they purchase. The Market will emphasize quality and freshness.

Vendor Application Instructions

Thank you for your interest in becoming a vendor. Please read and follow the instructions below.

1. Please be sure to read & initial the Cagan Crossings Farmers' Market Policies and Procedures.
2. Fill out the application completely. Applications that are incomplete or not signed will not be considered. Please allow 7-10 days for the Market Committee to review the application.
3. Submit the following:
 - Completed, signed application and initialed Policies & Procedures
 - Signed copy of the Release, Waiver and Indemnity Agreement
 - A photo of the items you intend to sell

Applications can be hand delivered to the Market Manager at the market or to the Cagan Crossings Management Office. Or e-mailed to CaganCrossingsFarmersMarket@gmail.com

Submission of an application does not constitute acceptance or reserve a space in the market. Applicants may be placed on a waiting list based on space availability within a product category.

Once application is submitted, a review and approval must be made solely by and at the discretion of the Market Committee. Market space is limited by product category. If approved, vendor may be placed on a waiting list based on their particular product category.

The Market Manager is able to cancel or modify this agreement at any time. Vendor acknowledges that such Policies and Procedures may be amended from time to time, in writing, in a timely manner by the Market Manager and agrees to abide by the terms of any such amendments. If Vendor continues to vend at the Market following the adoption of such amended Policies and Procedures and the Vendor acknowledges that violation of such amended Policies and Procedures it may result in loss of rental privileges.

Vendor Application

Name of Business:

Primary Contact Person:

Mailing Address:

City: _____ State: _____ Zip: _____

Email: _____

Cell Phone: _____ Alternate Phone #: _____

What is the best way to contact you? Cell Phone Alternate Phone # E-mail

Products:

Please indicate below the item(s) you will bring to the Market.

Please include a detailed description and list of items you intend to sell. Attach list on a separate piece of paper if necessary.

Please List other Markets you are currently working or have worked:

Yes, I certify that I or someone in my immediate family produced the items I intend to sell.

Yes, I have read the Rules and Regulations and agree to its terms and conditions.

Signature _____ Date _____

Market Hours:

- The market is open from 4 pm to 8 pm each Friday during the season. Vendors are required to remain for the duration of these market hours. All vendors will be notified in advance of any changes in hours.

Punctuality:

- Set up begins at 2:45 p.m.
- If a vendor arrives after 3:15 without notifying Market Manager of being late and their space is occupied, the Market Manager will assign the vendor another space for that day if available. NOTE: Vendors arriving AFTER 3:30 PM may be turned away.

Vehicles:

- Vehicles must be removed from the market area by 3:45 PM and parked in the parking lot behind the businesses not on the main streets.

Attendance:

- Only full-time vendors are assigned permanent spaces.
- Full-time vendors must notify the Market Manager in advance of any anticipated absence.
- Vendors returning to the market after an absence are not guaranteed that their original space will be available.

MONTHLY VENDOR FEE:

- There is a \$40 monthly vendor fee. The fee is not prorated. Vendor may set up one (1) 10' x 10' or 10' x 5' tent unless otherwise approved. \$20 will be refunded to vendor or used as credit for following month if vendor participates in every market for that month.
- Vendor may not sublet their booth or sell any item which has not been submitted to the Market Manager for consideration and approved ahead of time.

PAYMENT METHOD & DUE DATE

- Cash or money orders are accepted for payment.
- Payment will be collected by the Market Manager on the last Friday of each month for the following month. Vendors who are not present on the last Friday of the month should submit payment by no later than the first Friday of the month to the Market Manager.

Cancellations/Inclement Weather:

- We do not refund once the contract is signed. The monthly fee is per calendar month and is not pro-rated. There are no refunds due to inclement weather.

Assigned Spaces:

- Only the Market Manager can change a vendor location and reassign space in the market.

Tents/Tables/Displays:

- Vendor must supply own tables and 10' x 10' or 10' x 5' tent.
- Vendors display must remain within the boundaries of their tent.

Clean-Up:

- Vendors are responsible for the complete clean-up in the vicinity of their operations.
- All boxes and trash must be removed from the premises at the end of the market.

Permits & Licenses:

- Vendors must obtain, display and keep current applicable state and county licenses.
- Compliance with State, County and local requirements are the sole responsibility of the Vendor.

Vendor Signature _____

Print name

_____ Date _____

Office Use Only

Approved Denied Wait List

Products Approved _____

Products Not Approved _____

Approved by _____ Date _____

RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for the undersigned being permitted to use the premises located at The Town Center at Cagans Crossings, Lake County, Florida (hereinafter referred to as the "Premises") or any other property owned by Cagan Management (hereinafter referred to as "Owner") for the display and sale of farmers' market items and other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, I, _____, for my heirs, executors, administrators or assigns do now by execution of this document:

1. HEREBY, RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Owner, its officers, agents, employees, affiliates and directors (hereinafter collectively referred to as "Releasees") from any and all liability, actions, claims, damages, costs or expenses, and demands whatsoever, whether in law or equity, which I may have now or in the future, or which my heirs, executors, administrators or assigns hereafter may have arising out of or in any way connected with my presence on the Premises, including, but not limited to, injuries to my person or property, before, during or after my use of the Premises, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE;

2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES, from and against all liability, actions, claims, damages, costs, or expenses, including reasonable attorney fees, and demands whatsoever, whether in law or equity, which I may have, now or in the future, or which my heirs, executors, administrators or assigns hereafter may have arising out of or in any way connected with my presence on the Premises, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I FURTHER EXPRESSLY AGREE THAT THE FOREGOING RELEASE, WAIVER AND INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OF THE STATE OF FLORIDA, IS FULLY ENFORCEABLE IN A COURT OF LAW, IS GOVERNED BY FLORIDA LAW AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE OF THIS AGREEMENT SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT. I HAVE READ AND VOLUNTARILY SIGNED THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS NOT A PART OF THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

3. Vendor is responsible for all monies collected from the sale of Vendor's goods plus collecting and reporting of sales tax.

4. Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devised, 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 Cagan Crossings Management, Cagan Crossings Farmers Market and Market Committee/Director 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 Cagan Crossings Management, Cagan Crossings Farmers Market and Market Committee/Director from any such suit or action, regardless of whether it be groundless or fraudulent.

Signature _____ Printed Name: _____ Date: _____

Exhibit "A"

Cagan Crossings Farmers Market Policies and Procedures

Initials in the spaces provided in the following sections indicate that the Vendor has carefully read and understands each section

GENERAL MARKET PARAMETERS

_____ The Market Committee is responsible for the recruitment of Vendors, distribute and explain Market policies and procedures, approve merchandise to be sold, assign spaces and execute Vendor agreements. The Market Manager is responsible for the day-to-day operations of the Market and shall be Vendor's point of contact for questions and issues that arise during the Market. The Market Manager may move any vendor booth at any time for any reason. The Market Committee reserves the right to determine whether proposed merchandise meets the Market objectives and criteria for participation. No Vendor is permitted to add new items for sale unless the Market Committee approves it first. Product categories permitted to be sold at the Market are limited to plants and other garden related items, baked goods, produce, dry goods, seasonal items, art, jewelry and handmade items with qualifying criteria in each category. The Market encourages participation by local farmers, growers, artists, etc. The sale of flea market resale type items is not permitted. Vendor is given a non-exclusive right to sell such items and in no way does the Market Committee's approval constitute granting of an exclusive right to sell such items. The Market Manager may increase or decrease the size of the Market in its sole discretion for reasons including but not limited to staffing, traffic issues, set-up/loading issues, and clean-up costs.

_____ The Market will generally be open to the public from 4:00 p.m. to 8:00 p.m. each Friday during season. The Market will be closed on New Year's Day and/or Christmas Day when they fall on a Friday. The Market Manager or Market Committee maintains the right to close the Market any Friday for any reason. The market will be open from the first Friday after Labor Day until the Friday before Memorial Day.

_____ The size of rental spaces available are 10' X 10' or 10' X 5'. The Market Manager determines where each Vendor is placed within the Market and may limit the number of spaces to be used by any one Vendor. No Vendor space is permanent and may be moved or removed at any time by Market Manager.

SET-UP AND BREAK-DOWN/MARKET OPERATIONS

_____ Setup is NOT permitted until all current fees and other monies owed, if any, have been paid to the Market Manager

_____ Vendors will have from 2:45 p.m. until 3:45 p.m. each Friday to load in their booth set up. No Vendor may enter the Farmers Market area to set up prior to 2:45 p.m. unless manager approved such early entry to the Market.

_____ All booths must be completely set up to sell at 4:00 p.m. and stay open with complete set up until 8:00 p.m. Promptly at 8:00 pm Vendors must tear down tables and tents and pack all supplies before being able to get their vehicle.

_____ Vendors must bring heavy duty trash bags to bag their garbage, securing bags properly at the end of the day and disposing of trash using an appropriate method that follows city, county and state health code for waste disposal. If a method is not readily available, the Vendor MUST contact the Market Director.

_____ Vendors are responsible for all set up materials including, but not limited to, tables, tents, umbrellas, chairs, signage and tablecloths. The Cagan Crossings Farmers Market does NOT require a tent but all tables must be covered by a cloth. Any tents used must comply with Lake County Code provisions regarding tent usage.

_____ Signage must be properly displayed with Vendor's business name by either an easel, A-frame, or hung securely on tent structure. No signs shall be on the ground (except A-frame signs) or leaning against tent structure or disrupting foot traffic or pathways. Hand written signs are only permitted on a dry eraser board or chalkboard. Market Director has the right to ask Vendor to change signage at any time to meet these requirements.

_____ Vendors shall maintain their booths in a neat, organized manner, free from clutter.

_____ All Vendors (including tented booths) are required to have a plastic drop cloth or tarp for possible sudden rain. Weights (20 lbs. per tent leg) to hold them down are also mandatory in case of sudden wind gusts. At no times are any stakes to be used to secure tents.

_____ Vendors are not permitted to keep and/or bring any pets with them during the course of the market. All children must be supervised by vendor at all times.

LICENSES AND HEALTH CODES

_____ All vendors need to secure a Lake County occupational licenses for the Market and State licenses when required for their type of goods or food products and have licenses in their booth at all times.

_____ Food booths must have hand wash sinks, hair tied back and wear plastic gloves when serving food.

_____ Vendors that serve any food products/food samples that are not prepackaged must comply with state laws and regulations related to food service.

_____ Collection of sales tax, when required by the State, is the responsibility of the Vendor.

PHOTOGRAPHS/VIDEO/LOGOS

_____ By Vendor's operation at the Market, Vendor consents to the Cagan Crossings Farmers Market's right to photograph or video any Vendor or Vendor booth for the use of advertising or promotion of the Market. All images will become the property of Cagan Crossings Farmers Market.

ENFORCEMENT OF RULES

_____ Violation of any general public safety rules or Market policy listed in this Agreement by Vendor or Vendor's staff or exhibition of improper behavior may result in termination of space rental. Vendors shall generally be given a written warning as a courtesy from the Market Manager of any such violation but is not required prior to termination. The Market Committee and/or Market Manager may remove the Vendor if such violation(s) occur without warning.

_____ Vendors shall 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. Under NO circumstance may any vendor approach another vendor to discuss vendor activities, operational or product issues. ALL concerns or complaints must be made to Market Manager in writing.

INCLEMENT WEATHER

The Market Manager's prime concern is safety during bad weather conditions, such as wind, rain, and lightning. The following policies will be enforced each week. It is understood that the prime concern for the Vendor is the preservation of merchandise, thus the following policies have been established.

The Market Manager will use his/her best judgment based on visual conditions, media weather radar, and other managers in surrounding areas to assess whether or not the Market shall remain open.

_____ Lightning observed within a 10 mile radius of the Market calls for automatic shut down of the Market.

_____ It is recommended that The Vendor devise a "Quick Break-Down Plan" to maximize the speed and protection of merchandise when poor weather occurs.

_____ The Vendor shall NOT break-down or independently end its market day without the consent of the Market Manager. It is correct market procedure to follow through to the completion of the market day.

_____ The Vendor is required to have and use each market day, 4 tent weights, one for each tent leg. Each weight should be no less than 20lbs.

_____ The Vendor is required to have available a large tarp or tarps located in their booth at all times during the market day. It is recommended to have sufficient covering for your merchandise to cover during sporadic weather or sudden weather changes or during "Quick Break-Down."

_____The Vendor is permitted at any time to protect merchandise by covering with a tarp or using tent sides during sudden weather changes.

_____During windy or gusty weather the Vendor must lower their tent by 2-3 ft in order to stabilize the structure, temporarily or during "Quick Break-Down."

_____Umbrellas should be upright and tied down or anchored and secured appropriately with proper weight base.