



**MADEIRA FARMERS MARKET VENDOR TERMS OF OPERATION AND SALES AGREEMENT
AND EMERGENCY PROCEDURES**

Madeira Farmers Market strives to ensure the highest quality market possible for both vendors and customers. Please read the terms carefully before signing below. If approved as a vendor, keep a copy for your records, as this agreement is part of your space rental agreement. This agreement is binding for as long as you are a vendor at Madeira Farmers Market unless otherwise amended, changed, or replaced by Market Management. Vendors will be notified of changes by email two weeks prior to implementation of change. However, if changes are made for the safety of vendors and customers, changes will be implemented immediately. Failure to observe this agreement and terms of operation will result in warnings, charges, suspension, and/or termination of your space rental agreement.

Terms of Operation and Sales Agreement

Madeira Farmers Market Application Process

1. Only local farmers, growers, cottage food producers, specialty food vendors, homegood crafters & services, and their family members, partners, employees or members of cooperative farming groups may sell at Madeira Farmers Market as a regular vendor. Local is defined as a business within 100 miles of Madeira Farmers Market (hereinafter “the Market”). Otherwise, any other vendor category should apply through the Market’s Community Booth application. No brokers,

re-sellers, co-ops, franchised businesses, or large commercial producers are permitted. No products obtained at auctions are permitted.

2. Products sold must be grown or produced by the principal farmer or producer (hereinafter “producer”). Only those items listed on the producer’s application or later approved by Market Management may be sold.
3. When selecting producers for each upcoming season, Market Management considers past sales data along with past attendance, previous and new product selection, and interactions with management, other producers, and customers. Though the majority of the time a producer from the previous season is approved for the upcoming season, past acceptance does not guarantee future acceptance. Preference is given to applicants who produce high quality products, using organic and sustainable methods/ingredients.
4. Producers must provide a thorough description of products, production practices, and other information on their application. Each description must be at least 15 words. If there is not enough detail, Market Management will request additional information prior to acceptance.
5. Majority of products will be approved as long as the products fall into the appropriate categories sold at the Market (see #1.) However, occasionally products will be denied. Products will be denied because a) products are not produced locally, b) products create an oversaturation of a product category at the Market, c) new products are in direct competition of existing products and/or d) products do not fall under the categories mentioned above.
6. The Market requires copies of any certification including Certificate of Liability Insurance, Mobile Food License, and/or Organic Certifications. Additional proof of certifications may be requested.
7. Copies of certifications must be uploaded to the application.
8. You must indicate on your application which Thursdays you are interested in attending. Market Management will indicate which Thursdays a producer is approved for when the producer’s application is approved.

Madeira Farmers Market Daily Operations

Madeira Farmers Market operates 8 months out of the year, May through mid-December. The season is divided into two parts: May through October, 4-7pm on Dawson Rd at Miami Ave, and November through mid-December, 4-6pm at McDonald Commons Park in the Community Room.

Once approved, “producers” (now referred to as “vendors”) will be expected to follow the regulations provided below.

9. Vendors will be invoiced. Fees can be paid online or via check or cash. A \$10 late fee will be added to all invoices unpaid within a 7-day grace period. Cash or check payments made on market day should be given to the Market Manager during setup. Checks should be made payable to Madeira Farmers Market.
10. Returned checks or fraudulent PayPal payments will result in additional charges and/or the reduction, suspension, or revocation of your Market space.
11. The Market reserves the right to visit any farm or establishment, with advance notice if possible, as necessary throughout the season. Visits will be made only with a farm representative present unless otherwise permitted. Farm visits are particularly important when new farmers go through the application process of the Market, and efforts will be made to conduct farm visits with newly applied farmers and growers.
12. Produce offered for sale must be grown, harvested and cared for post-harvest to assure customers receive fresh, high-quality fruits and vegetables. Any produce which is of lesser quality, typically intended only for processing (e.g. for sauces) must be labeled as such. Poor quality produce may be removed by Market Management.
13. Value-added edible items (e.g. jams, sauces, baked-goods) must be produced from scratch ingredients by vendors on their farms or in a licensed facility according to local, state and federal regulations. Certifications of licensed facilities must be provided to Market Management.

14. All packaged items (wrapped, bottled, or canned) must be labeled with the vendor's name, address, complete list of ingredients, and net weight, in accordance with Hamilton County Public Health Department requirements.
15. Vendors are allowed to sell up to 5 items they did not produce but limited to 25% of total offerings on any market day. These items must be produced within 100 miles of Madeira and they must be approved in advance by Market Management. The source of non-vendor produced items must be identified by product label and/or signage.
16. Vendors must notify Market Management in writing of any proposed changes before bringing previously unlisted items to the Market. Vendors who bring products that are not approved by Market Management will be given a written warning for the first two violations. Additional violations will result in a \$25 fine each.
17. For your protection, all produce or products labeled organic must be third party certified according to USDA standards by a recognized organic certifying agency. Certification letters must be available for inspection at your stand and a copy must be provided to Market Management. Verbal or written declarations of organic status that are not documented as required will result in suspension or termination from the Market.
18. The Market Management team and their designees are responsible each market day for space assignment, public safety, and the interpretation and enforcement of the Market's rules.
19. Once your vehicle is parked in place on market day, the motor must be turned off and kept off. Use a quiet generator if refrigeration is necessary. A limited number of power outlets are available, but extension cords must be provided by the vendors, and cord covers may be required if they extend into market walkways.
20. A sign/banner identifying the name of business/farm must be properly displayed. Logo (if you have one) and name of town or region also recommended. Each vendor must provide their growing or production methods on their application and when requested by patrons.

21. All vendors must be present at least 30 minutes prior to opening and must be set up and ready to sell when the Market opens. Assigned spaces will not be held if the vendor does not arrive 30 minutes prior to market opening. The first two, unexcused late setups will result in a written warning. Any additional violations will result in a \$25 fine each.
22. If you cannot attend the Market according to your rental agreement, notice must be given at least 48 hours in advance to Market Management who will attempt to find a vendor with a substitute product for that particular day. The first time a vendor cancels without 48-hour notice, it will result in a written warning. Any additional violations within a season will result in a \$25 fine. There are exceptions to the 48-hour requirement due to vendor emergencies and inclement weather.
23. If you “no show/no call” to a market, you will be charged a \$25 “no show” fee.
24. No selling to customers will occur prior to the Market opening. The only exceptions are pickup of restaurant and wholesale purchases ordered and paid ahead of time, and products that are set aside to be picked up after the Market opens. We ask as a courtesy to the market and our customers that preorder pickups occur by 3:45PM. If money needs to be exchanged, items may be set aside and the buyer must purchase after the bell rings at 4:00PM.
25. Current market vendors can buy from each other prior to 3:30PM. If you are not signed up to be at market that day, you are considered a customer and must purchase after the bell rings.
26. The Market closes when the bell rings. Vendors must wait to pack up their displayed goods until the closing bell rings. All sales must occur by 7pm.
27. Operate your space in a safe and sanitary manner and arrange your table to create an attractive display. Keep the sales area clear of debris and keep edible products off the ground. Clean your sales area and take home all refuse at the end of your sales day. If you are selling readily consumable items, you must provide a waste receptacle for used wrappers, napkins, etc. Failure to clean your site will result in a \$25 fine. Repeat offenses or failure to pay the fine may result in expulsion from the Market.

28. Vendors must keep walkway areas clear at all times. This includes keeping sandwich board signs and any other items out of the way.
29. Scales must be inspected and sealed by the Ohio Department of Consumer Affairs and approved by the Hamilton County Office of Weights and Measures. Unsealed or unregistered scales may be subject to confiscation by the County inspector.
30. In the case of inclement weather, Market Management will decide whether or not to cancel the Market and will notify vendors. Notification of cancellations or delays will occur by email. However, please indicate to Market Management if you prefer notification by phone when the Market is canceled.
31. Space assignments and rental agreements for the Market are not transferable. Space assignments are subject to change at the discretion of Market Management or their designees.
32. Canopies must be weighted on all four corners at all times for the protection of the customers and the vendors. A minimum of 15 pounds per leg is required. If a vendor does not have the minimum amount of weight per leg, the vendor will not be allowed to vend with a tent up.
33. Vendors and their employees are prohibited from the use and/or sale of alcohol, tobacco and firearms on the Market property. An exception is local Ohio wineries or hard cider companies who are permitted with our F10 Permit to sell wine or hard cider at market.
34. Vendors are required to report daily income by turning in an income slip at the end of each market day for the purpose of tracking market performance.
35. The Market participates in a gleaning program in partnership with the Society of St. Andrew. At the end of each market, vendors with fresh produce and foods have an opportunity to donate excess product that would otherwise go to waste to be given to those in need. Participation is voluntary.
36. The Market is intended to provide a positive contribution to the community. Vendors are expected to exhibit a courteous, positive, honest, and helpful attitude toward fellow vendors, customers, Market Management, and staff and patrons of Dawson Rd Madeira Crossing.

37. Disagreements with other vendors, managers, and customers must be handled in a respectful manner. All concerns regarding disagreements must be submitted in writing. Failure to adhere to these principles may result in suspension or termination of the vendor's privilege to sell at the Market.
38. Vendors are individually responsible for conforming to all city, state, and federal laws including the securing of any licenses required in connection with the operation of your market space. Vendors selling non-consumable items are subject to sales tax. Products in violation of the Market rules or city, state or federal law will be removed by Market Management.
39. Vendors are required to maintain product liability insurance listing the Madeira Farmers Market as Additional Insured. Vendor Producers will indemnify and hold harmless Madeira Farmers Market and its members and managers for, and will pay to Madeira Farmers Market the amount of, any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees), arising, directly or indirectly, from or in connection with Seller's display and sale of produce and other merchandise at the location in Madeira, Cincinnati, Ohio as arranged by Madeira Farmers Market. Vendors must provide a copy of their Liability Insurance to Market Management prior to the first date the vendor sells at the Market.
40. Amendments to the Sales Agreement and Terms of Operation can be made by Market Management at their discretion and as needed. Vendors will be notified of changes by email two weeks prior to when the change is implemented. However, if changes are made for the safety of vendors and customers, changes will be implemented immediately.
41. Failure to abide by the above terms may result in expulsion from the Market, with no refund of space rental payments.

Madeira Farmers Market Location in November and December

In the months of November and December, the location of the Market is in the Community Room at McDonald Commons Park. Market hours are 4-6pm. If weather

permits, vendors may choose to set up outside the Community Room on the paved area. There is access to electricity.

MADEIRA FARMERS MARKET EMERGENCY PROCEDURES

The following are emergency procedures developed for the Madeira Farmers Market. They include, but are not limited to, heat and wind advisory, tornado/severe weather threat, lightning, medical emergency, fire, and theft.

Wind Advisory

If the National Weather Service issues a wind advisory, Market Management will notify vendors not to erect tents or to take down tents.

It is the policy of the Madeira Farmers Market that all tents must be weighted down on all four corners with a minimum of 15 lbs on each leg. Vendors may not attach their tents to one another in lieu of weights. In the event that a vendor erects a tent without weights, they will be required to remove the tent and sell product without one.

Tornado/Severe Weather Threat

In the event the National Weather Service issues a tornado or severe weather warning, the market will not open or, in the event that the market is open, it will close. For a tornado or thunderstorm watch, vendors will be notified of the condition and Market Management will monitor for potential change in conditions. If emergency cover is needed, if outside, all will go inside a nearby indoor location.

Lightning Threat

Upon discovery of an impending storm with lightning in the area, tents will be collapsed if time permits and all persons will be directed to their vehicles or indoors.

Missing Person

Should a report of a missing person occur, Market Management/market volunteers upon receipt of a description shall canvass the market area. Emergency personnel will be notified immediately by calling 911. Vendors will be informed and Market Management will meet the emergency vehicle.

Medical Emergency

In the event of a medical emergency such as a heart attack, stroke, allergic reaction, heat exhaustion, bodily injury, etc. call 911. Market Management/market volunteers will clear the area surrounding the emergency and will direct emergency personnel to the problem area. If possible, an incident report (available at the market info booth) should be filled out.

Fire

Vendors who use heat producing equipment, wood fired, propane or charcoal grills, electric warming units or fuel powered equipment should have a fire extinguisher that is tagged and inspected. Although rare, should a fire occur, call 911. There is a fire extinguisher in the market shed near the market info booth.

Theft

In the event of reported theft whether it be reported by a vendor or customer, call 911 immediately. If a suspect is identified, under no circumstances should a vendor nor Market Management or volunteers approach the individual. Instead, attempt to get a good description and report the description to the emergency personnel.

I have read and understand the above Vendor Terms of Operation and Sales Agreement and Emergency Procedures and agree to abide by the rules set within them.