



**CITY OF ABERDEEN**  
**FARMERS MARKET VENDOR APPLICATION**  
**May through October 2018 • Aberdeen Festival Park**  
**(410) 272-1600**

Vendor's Name:		
Business Name (if applicable):		
Address:		
City:	State:	Zip Code:
Phone:	Cell:	
Email:	Website:	

Prior to completing an application, please read the entire Vendor Application and Agreement and make sure your product meets the criteria and that you can meet the rules of the Market. Product categories that we do not accept are:

1. Informational and/or promotional
2. Charitable/fundraisers
3. Franchise and direct sale business
4. Any resale/flea market type merchandise

The primary theme of the Market is related to produce, plants, and specialty homemade or handmade items. Please list and describe in detail all proposed items for sale. Application process will begin once we receive a fully completed application.

Item Name	Detailed Item Description

By signing below, the above Vendor acknowledges that application submission and approval by the City of Aberdeen and the Market Manager, DOES NOT reserve market space or guarantee market space availability. Once application is submitted, a review and approval must be made solely by and at the discretion of the Market Manager. The Market Manager may deny any vendor that does not meet the

needs of the market and market product quality standards and this is observed on a case by case basis. Market space is limited by 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 may result in loss of the City of Aberdeen Farmers Market rental privileges.

### **Hold Harmless/Indemnification/Copyright Agreement**

Vendor shall indemnify and hold harmless the City of Aberdeen and Market Manager, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this Contract 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.

Vendor is responsible for all monies collected from the sale of Vendor's goods plus collecting and reporting of sales tax. The City of Aberdeen and the Market Manager are in no way responsible for any lost or stolen monies or items.

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 the City of Aberdeen and Market Manager 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 of Aberdeen and Market Manager from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Aberdeen, Maryland and shall be construed in accordance with the laws of Maryland.

Signature below indicates that Vendor has carefully read and understands all of the above terms and requirements and the attached as Exhibit "A", Aberdeen Farmers Market Policies and Procedures, and incorporated herein by reference, and that any violation of such may result in loss of City of Aberdeen Farmers Market rental privileges.

Vendor Signature\_\_\_\_\_

Print name \_\_\_\_\_ Date\_\_\_\_\_

Vendor Fee for Market will be \$10 per Market date (26 Markets total) or a discounted rate of \$200 for the entire 2018 Farmer's Market season. Checks are to be paid before the Market date and should be made out to the City of Aberdeen 60 North Parke Street Aberdeen, Maryland 21001. **A \$30 fee WILL be imposed for returned checks and the vendor privilege of this form of payment will be discontinued.** Credit cards are not accepted.

## **Exhibit “A”**

### **City of Aberdeen Farmers Market Policies and Procedures**

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

#### **PART I**

##### **GENERAL MARKET PARAMETERS**

\_\_\_\_\_The Market Manager is responsible for the recruitment of Vendors, distribution and explanation of Market policies and procedures, approval of merchandise to be sold and execution of 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 at any time for any reason. The Market Manager 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 Manager approves it first.

\_\_\_\_\_The Market will be open to the public from 4:00 p.m. to 7:00 p.m. each Thursday. The Market Manager maintains the right to close the Market any Thursday for any reason.

\_\_\_\_\_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. All items for sale must be approved by the Market Manager and the City of Aberdeen, prior to Vendor’s use of a space at the Farmers Market. When adding any additional items to a booth for sale the Market Manager and the City of Aberdeen must approve such items in advance. Vendor is given a non-exclusive right to sell such items and in no way does the Market Manager’s approval constitute granting of an exclusive right to sell such items. NO informational, promotional or fund-raising booths will be approved for the Market.

\_\_\_\_\_ Vendor Fee for Market will be \$10 per Market date or a discounted rate of \$200 for the entire 2018 Farmer’s Market season in Festival Park. The Market Manager determines where each Vendor is placed within the Market and may limit the amount of space 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 must be set up by 4:00 p.m.in Festival Park and are not authorized to leave Market until 7:00 p.m. unless all items are sold out, or advance notice has been given to Market Manager. Vendors must tear down tables and tents and pack all supplies before getting their vehicle. When in designated market area Vendors should drive no faster than walking speed, about 3 miles per hour.

## **PART II**

### **VENDOR SET UP**

\_\_\_\_\_ Vendors are responsible for all set up materials including, but not limited to, tables, tents, umbrellas, chairs, signage and tablecloths. The City of Aberdeen Farmers Market does NOT require a tent. The City of Aberdeen does not supply tables, chairs, tents, etc. Vendors are responsible for bringing their own items.

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

## **PART III**

### **PHOTOGRAPHS/VIDEO**

\_\_\_\_\_ By Vendor's operation at the Market, Vendor consents to the City of Aberdeen Farmers Market's right to photograph or video any Vendor or Vendor table for the use of advertising or promotion of the Market. All images will become the property of the City of Aberdeen.

### **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 Manager and/or City of Aberdeen 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.

## **PART IV**

### **INCLEMENT WEATHER**

The Market Manager and City of Aberdeen's prime concern is safety during bad weather conditions, such as wind, rain, and lightening. 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.

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

\_\_\_\_\_Umbrellas should be upright and tied down or anchored and secured appropriately with proper weight base.

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**\*\*\*While at the Market, it is your responsibility that you adhere to all Harford County health codes. A copy of any applicable license(s), state and/or county, must be included with application.**

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### **Cottage Food Laws**

MD COMAR Regulations 10.15.03.02, 10.15.03.27

Maryland's modified Cottage Food Law allows citizens to operate from a home-based kitchen or on-farm food processing kitchen to produce "cottage foods". A "cottage food" product is a non-hazardous food sold at a farmer's market or public events. By law, the owner of a cottage food business may sell only cottage food products stored on the premises of the business without needing a food license. If other non-cottage items or potentially-hazardous items are sold in conjunction, a food permit is then required for retail and/or storage.

#### **COTTAGE FOOD PRODUCTS THAT MAY BE PRODUCED INCLUDE:**

- Non-potentially hazardous baked goods [bagels, pastries, brownies, breads, cakes, pies. No cream cheese, custards, or other potentially-hazardous fillings, glazes, fruits or cream cheeses that require refrigeration]
- High-acid fruit jams, preserves and jellies [Made only from Oranges, Nectarines, tangerines, blackberries, raspberries, blueberries, boysenberries, cherries, cranberries, strawberries, red currants, or another fruit mixture that produces an acid-canned product at 4.6 pH or less.]
- Fruit butters [Made only from apples, apricots, grapes, peaches, plums, prunes, quince, or another fruit that produces an acid-canned product at 4.6 pH or less]
- Natural Honey [Unflavored and without any processing or additives; flavored honey requires a processing permit from Maryland DHMH]
- Hard candy [made in a home kitchen that does not require further refrigeration. Chocolates, caramel, fudge, and other soft candies require a permit]

#### **ALL COTTAGE FOODS MUST BE PREPACKAGED WITH A LABEL THAT CONTAINS THE FOLLOWING INFORMATION:**

- The name and address of the business where the food is made. Listing a P.O. BOX address is not permissible.
- The name, ingredients, and net weight/volume of the product.
- Allergen information as specified by federal labeling requirements; "Major food allergen" includes: milk, egg, fish (bass, flounder, or cod), crustacean (crab, lobster, or shrimp), tree nuts (almonds, pecans, or walnuts), wheat, peanuts, soybeans.
- Nutritional information as specified by federal labeling requirements, if any nutritional information claim is made about product.

- A printed statement in 10 point type or larger, in a color that provides a clear contrast to the background of the label: “Made by a cottage food business that is not subject to Maryland food safety regulations.”
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### **Senior Farmers Market Nutrition Program**

The Senior Farmers Market Nutrition Program is available to low income seniors in Harford County, age 60 or over. Low income is defined as no more than \$22,311 annually for a single-person household, or \$30,044 for a two-person household. Voucher booklets are worth \$30 and are good for the purchase of fresh fruits, vegetables, cut herbs and honey at designated farmer’s markets and stands. Vouchers must be used between July 1 and November 30, 2017. All applicants will be screened for eligibility prior to distribution.

Vendors may accept coupons at their discretion. Not all Vendors/items are permitted to accept these senior coupons. Please verify that your items being sold qualify for the program. At the end of the season, it is up to each Vendor to contact Harford County Office on Aging for reimbursement on coupons. The City of Aberdeen/Market Manager is not liable for any errors made when accepting coupons, nor is the City of Aberdeen/Market Manager responsible for either turning in coupons to the County, or reimbursing Vendors for coupons.