



CITY OF ABERDEEN
FARMERS MARKET VENDOR APPLICATION
May 7 through October 29, 2020 • 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 can 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 the Aberdeen Farmers Market will be \$150.00 for the entire season or \$50.00 per Market month. Checks are to be paid before the Market start 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 the Market will be \$150.00 for the entire 2020 Farmers Market season in Festival Park or \$50.00 per Market month. **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.

PLEASE INDICATE WITH A CHECK MARK EACH MONTH THAT YOU WILL BE PARTICIPATING IN THE 2020 ABERDEEN FARMERS MARKET:

_____MAY 7, 14, 21, AND 28 _____JUNE 4, 11, 18, AND 25 _____JULY 2, 9, 16, 23, AND 30

_____AUGUST 6, 13, 20, AND 27 _____SEPTEMBER 3, 10, 17, AND 24

_____OCTOBER 1, 8, 15, 22, AND 29

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 the Farmers 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.

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

Code of Maryland Regulations 10.15.03.27 (updated January 2, 2020)

We are providing this information for your knowledge and use on the Maryland Farmer’s Market, Bake Sales, and Cottage Food Business regulations. Please review the information below which is an excerpt from the Code of Maryland Regulations:

A. The approving authority shall accept as being from an approved source the homemade foods specified in §B of this regulation when the foods are:

- Made in a private home kitchen and offered or sold only at a farmer's market, bake sale, or public event.

B. The approving authority shall allow the preparation and sale of the following foods in accordance with §A of this regulation:

- Non-potentially hazardous hot-filled canned acid fruit jellies, jams, preserves, and butters that are: Unadulterated; packaged to maintain food safety and integrity; and labeled accordingly.
- Fruit butters made only from: Apples; Apricots; Grapes; Peaches; Plums; Prunes; Quince; or Another fruit or fruit mixture that will produce an acid from canned food.
- Jam, preserve, or jelly made only from: A fruit listed above; Oranges; Nectarines; Tangerines; Blackberries; Raspberries; Blueberries; Boysenberries; Cherries; Cranberries; Strawberries; Red currants; or another fruit or fruit mixture that will produce an acid canned food.
- Non-potentially hazardous baked goods.
- Foods manufactured on a farm by a licensed food processor in accordance with COMAR 10.15.04.19.
- Non-potentially hazardous candy; and
- All other non-potentially hazardous foods produced by a licensed entity.

C. Cottage Food Business. The approving authority shall allow the owner of a cottage food business to sell only cottage food products processed and packaged in Maryland that are:

- Produced or packaged in a residential kitchen.
- Stored on the premises of the cottage food business; and
- Prepackaged with a label that contains the following information: the name and address of the cottage food business; the name of the cottage food product; the ingredients of the cottage food product in descending order of the amount of each ingredient by weight; the net weight or net volume of the cottage food product; allergen information as specified by federal labeling requirements; nutritional information as specified by federal labeling requirements, if any nutritional information claim is made; and printed in 10 point or larger type 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's food safety regulations.
- The owner of a cottage food business shall comply with all applicable county and municipal laws and ordinances regulating the preparation, processing, storage, and sale of cottage food products.
- Upon receipt of a complaint or outbreak of illness the approving authority may: investigate the conditions under which the product was produced and any complaint alleging that a cottage food business has violated this regulation; send a representative of the Department, at a reasonable time, to enter and inspect the premises of a cottage food business to determine compliance with this regulation; and collect samples of a cottage food product or its ingredients to determine if the cottage food product is misbranded or adulterated.
- The owner of a cottage food business may not: refuse to grant access to a representative who requests to enter and inspect the premises of the cottage food business in response to a complaint; or interfere with any inspection or collection of samples in response to a complaint or outbreak of illness.
- If the approving authority finds a person to be in violation of any provision of this regulation, the approving authority: shall take action against a misbranded or adulterated food at a farmer's market, bake sale, or public event in accordance with Health-General Article, §§21-211, 21-253, and 21-254, Annotated Code of Maryland; and may determine that homemade food produced by the person is not from an approved source.

Senior Farmers Market Nutrition Program

The Senior Farmer's Market Nutrition Program (SFMNP): 1) Provides fresh, nutritious, locally grown fruits, vegetables and herbs from farmers' markets to low-income older adults, 2) Develops new farmers' markets across the state, and 3) Provides nutrition education.

Eligibility for the SFMNP: 1) Low-income seniors and 2) Individuals at least 60 years old.

For more in-depth assistance contact the Maryland toll-free number at 844-627-5465. 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. 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 or reimbursing Vendors for coupons.

2020 Aberdeen Farmer's Market

Vendor Spot Form

Vendor Name/Business Name: _____

Please be advised if you are using the following:

___ Tent/Canopy Set Up

___ Vehicle on Grassed Area (selling out of the back of a truck or selling out of a food truck)

___ Electricity (Please note how much electricity you will be using/what you will be hooking up)

___ Grill on Grassed Area

Preferred Spot: _____

Please note, spots are on a first come/first serve basis.

Additional Information:

FOR MARKET MANAGER'S USE ONLY

APPROVED SPOT #: _____ APPROVAL CONDITIONS: _____

