

Application/Agreement for the Town of Skaneateles Farmers' Market 2017

I, the undersigned, ("The Vendor" or, if approved, "Registered Vendor") hereby make application individually, or on behalf of the business set forth below, to participate in the 2017 Town of Skaneateles Farmers' Market ("The Market"). If this application is accepted by The Market Manager, I will be deemed to be a "Registered Vendor" of The Market for the stated year of operation. I further agree to abide by the following terms and conditions applicable to my participation as a "Registered Vendor" (or "The Vendor") at The Market.

1. For purposes of this Application/Agreement, the Town Board of the Town of Skaneateles designates Susan Murphy as the "Market Manager". In the temporary absence of The Market Manager, the Market Manager's roles and responsibilities may be assigned to a designated representative with the same effect as that of the Market Manger.
2. The Market will operate from Thursday May 18, 2017 through Thursday – November 16, 2017 at the following hours and locations:
May 18 through October 21 at the Austin Park Pavilion ("The Park"):
 Thursdays from 3:30 pm to 6:30pm; and,
 Saturdays from 10:00 am to 1:00 pm.
October 26 through November 16 at the Skaneateles Village Hall apparatus bays ("The Bays"):
 Thursdays from 3:30 pm to 6:30 pm.
3. I hereby certify that I am an Eligible Vendor. I understand that according to the rules of the Town of Skaneateles, an Eligible Vendor means:
 - a. I am a local producer of agricultural products, plants, flower, and other agricultural products as specifically approved by the Market Manager.
 - b. Processed locally-produced agricultural products are permitted.
 - c. Primary ingredients of agricultural products must be produced in the New York State, as further described in item 5 below.
 - d. Baked goods and prepared "food-to-go" may only be sold with the express permission of the Market Manager.
 - e. Food for on-site consumption may not be sold, except with the express permission of the Market Manager.
4. All agricultural products shall be grown or produced in New York State.
5. For the Thursday market, the Vendor must produce at least 80% of the products sold at his or her stand. The remaining 20% may be re-sale items that are products of New York State.
 - a. By way of example, if a Vendor sells five (5) items, not more than one (1) item can be a re-sale item. The remaining four (4) items would need to be produced by the Vendor.
 - b. Based on New York State food safety recommendations, the Vendor shall display signage indicating the source of their products and of those items that are offered for re-sale.
 - c. The above "80-20 rule" shall not apply to the Saturday market, at which products must be produced in New York State, as noted above.
6. Any Certified Organic Vendor, to advertise as such, shall provide a certificate of Organic items (fruits, vegetables, etc.) to the Market Manager prior to offering same for sale as organic. Certifications shall be allowable from the prior season, to be replaced with up-dated certifications when available.

7. The Vendor must provide all required certifications and post at their stand, such as: WIC, Organic, Sales Tax, Nursery License (if selling plants), proof of bakers certification from Department of Health (if applicable).
8. The Market Manager reserves the right to inspect producer's crop and farm to verify that The Vendor is using appropriate agricultural practices.
9. Prior to opening day of The Market, The Vendor shall submit to the Market Manager a list of all items intended to be sold during The Market season. During the Market season, if the Vendor offers a product for sale that is not identified on their list, the Vendor shall remove that item immediately upon notification by the Market Manager.
10. The Market shall be restricted to a maximum of 30 Vendor spaces.
11. Vendor participation shall be determined solely by the Market Manager. Preference shall be granted to returning Eligible Vendors who submit their applications prior to April 28; and, to Eligible Vendors whose business is located within thirty-miles from the Village of Skaneateles.
12. "Crafts-only" Vendors are not permitted.
13. A Registered Vendor may be a CSA Farm (Community Supported Agriculture). Distribution of CSA shares will be permitted at The Market only for Registered Vendors of The Market.
14. Contingent upon the advance approval of the Market Manager, animals may be brought to the market solely for the purpose of educating about, or advertising, products and wares being sold at The Market (i.e. alpacas, sheep, or similar). The Vendor shall be responsible for controlling, monitoring, and cleaning up after animals that they bring to The Market.
15. Vendors are asked to keep their children at their space until the age of 15 years of age. If this guideline is not followed, the Vendor may be required to leave immediately.
16. Each Vendor will be provided with one 12'x14' space. The specific location of each Vendor's space shall be determined by the Market Manager.
17. The Vendor shall notify the Market Manager in advance if they are not able to utilize the assigned space. Notification must be phone or e-mail prior to 12:00 noon on the Wednesday preceding the Thursday market, or by 12:00 noon on the Friday preceding the Saturday market. Failure to notify the Market Manager prior to these times will result in a fine of \$25, due prior to the start of the next market day where the Vendor is present.
18. The assigned market space(s) will be reserved for the Registered Vendor until 3:10 pm on Thursdays and 9:40 am on Saturday, after which time the space(s) may be made available to "Drop-In Vendors" or other Registered Vendors, at the discretion of the Market Manager. If the Registered Vendor arrives later than the above-stated time, they may be assigned an available space as designated by the Market Manager.
19. If a Registered Vendor is unable to attend The Market on their assigned dates, the Market Manager has the authority to fill that Vendor's space with a "Drop-In Vendor". The fee for a Drop-In Vendor shall be \$30.00 per day, due in advance. A "Drop-In Vendor" shall:
 - a. Agree to the terms of this Application/Agreement;
 - b. Provide all the necessary certifications and permits; and,
 - c. Satisfy all requirements to participate as an Eligible Vendor in The Market.
20. No set-up by The Vendor shall occur prior to 2:15 pm on Thursdays and 9:15 am on Saturday. The Vendor shall complete removal and clean-up of their space(s) by 7:00 pm on Thursdays and 1:30 pm on Saturdays.

21. The Vendor shall be responsible for providing tables, chairs, tents (if desired), or other needs for their stand. Vendors must be prepared for inclement weather at all times. Early dismissal due to weather shall not be allowed, except for severe weather as determined by the Market Manager who will make the determination to close the Market for the safety of Vendors and customers.
22. All Vendors will display a professional sign on the front of their tent or stand.
23. Departure from the market prior to the stated closing time will result in a fee of \$15.00, except for a medical emergency.
24. No early sales shall be permitted prior to the official start times listed above. If early sales are discovered, a fee of \$15.00 will be billed to the Vendor.
25. The Vendor agrees to clean up the premises of their stand at the conclusion of each Farmer's Market session and to leave the area in the same-or-better condition than prior to the market. All refuse and debris generated by the Vendor's market stand shall be removed from the Park by the Vendor.
26. The Vendor agrees to abide by all federal, state and local laws governing the use of The Park or The Bays in the Village of Skaneateles.
27. No heating and/or cooking appliances shall be used within the Park at any time.
28. Upon acceptance of this Application and Agreement and prior to commencement of The Market season, The Vendor will provide the Town Clerk with the names and address of the specific individuals who will be working at or attending their market stand.
29. The Market Manager reserves the right to remove The Vendor from the Market due to unprofessional or unethical conduct; failure to pay the required fees outlined in this Application/Agreement; or due to behavior that may cause harm to The Vendor or others in the sole opinion of The Market Manager or their designated representative.
30. To insure the sustainability and viability of The Market, the Market Manager reserves the right to permit "No-traditional Vendor" participation under the following terms. Non-traditional Vendors are those who do not meet the strict requirements outlined in this agreement. Non-traditional Vendors shall be permitted to participate in The Market only under the following conditions, as determined by The Market Manager:
 - a. A significant number of Vendor spaces remain available as of the start of The Market; and,
 - b. The Non-traditional Vendor does not directly compete with Registered Vendors.
31. To access their right of preferential treatment, applications for returning Vendors are due by April 28, 2017. Following that date, acceptance and assignments of Vendors will be as determined by The Market Manager.
32. Season rates for The Vendor 's use for The Market:

Thursday only – 1 space:	\$110.00	
Thursday only – 2 spaces:	\$200.00	
Saturday only – 1 space:	\$110.00	
Saturday only – 2 spaces:	\$200.00	
Thursday & Saturday combined (1 space/ market day) = 2 spaces total use:		\$200.00
Thursday & Saturday combined (2 spaces/ market day) = 4 spaces total use:		\$350.00

This Vendor hereby requests the following use of the Skaneateles Farmers' Market spaces:

- Thursday only; number of Vendor spaces requested: _____
- Saturday only; number of Vendor spaces requested: _____
- Thursday and Saturday; number of Vendor spaces requested: _____

For use of these requested Vendor spaces, I hereby submit with this Application/Agreement the amount of \$_____ (in cash, check, or money order) payable to the Town Clerk, Town of Skaneateles, 24 Jordan Street, Skaneateles NY 13152. Upon acceptance of this Application/Agreement, the Town Clerk shall issue a Skaneateles Farmer's Market permit which shall be prominently displayed by the Vendor at all times of operation at The Market.

By signing and submitting this Application/Agreement, I hereby agree to indemnify, defend and hold harmless the Town of Skaneateles and the Village of Skaneateles, their respective employees, officers and agents against any and all complaints, claims and/or liability arising from the operation of my vending stand. I also agree that, to the extent permitted by law, I hereby release the Town of Skaneateles and the Village of Skaneateles and their respective employees, officers and agents from any and all complaints, claims and/or liability that I may arise in any way from the operation of my vending stand

Name of Business/ Farm / Corporation: _____

Sharing space with: _____
(Name of Vendors)

Address _____

Phone Number _____

E-mail Address _____
(please write legibly as most of communication is generally through e-mail)

Sales Tax # _____ Nursery Certification # _____
(If applicable) (If applicable)

Signature Print/type name

Amount Received: _____ by: _____ (Town Clerk Representative)

Date Received by Town of Skaneateles: _____

Date Accepted / Approved by the Market Manager: _____

Contact Sue Murphy at 727-9320 for additional information.