

# Orlando Farmers Market Vendor Application and Agreement

Vendor's name \_\_\_\_\_

Business name (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

Proposed items for sale (attach 1-3 photos of items/display):

---

---

---

By signing below, the Vendor acknowledges that this application does not automatically reserve a Market space, but may place them on a waiting list based on space availability within a product category. Additionally, the Vendor's signature below indicates that Vendor has read and understands the Orlando Farmers Market Policies and Procedures, attached as Exhibit "A" and incorporated herein by reference, and that any violation of such may result in loss of Orlando Farmers Market rental privileges. Vendor acknowledges that such Policies and Procedures may be amended from time to time and agrees to abide by the terms of any such amendments if Vendor continues to vend at the Market following DDB's adoption of such amended Policies and Procedures and acknowledges that violation of such amended Policies and Procedures may result in loss of Orlando Farmers Market rental privileges. Vendor's signature also indicates agreement with the terms of the Hold Harmless, Indemnification and Copyright Agreement below.

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

Vendor shall indemnify and hold harmless the DDB, City of Orlando and the DDB's Market Manager (Red Top Productions Corporation) 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. The DDB, City and DDB's 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, DDB and DDB's 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, DDB and DDB's Market Manager from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Orange County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this Agreement shall be Orange County, Florida. This Agreement may not be modified or amended except by a writing signed by the parties.

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

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

Items approved for sale: \_\_\_\_\_

DDB Signature \_\_\_\_\_ Date \_\_\_\_\_

Market Manager/Executive Director

## Exhibit "A"

### **Orlando Farmers Market Policies and Procedures Adopted April 2009 Downtown Development Board**

#### **General Market Parameters**

◆ The Market will generally be open to the public from 10 a.m. to 4 p.m. each Sunday. The Market is generally closed on the two (2) Sundays during which the Spring and Fall fiesta events take place at Lake Eola. The Market will also be closed on New Year's Day and/or Christmas Day when they fall on a Sunday. The DDB maintains the right to close the Market any Sunday 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, food concessions and handmade items. 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 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 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. The DDB 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. Alcohol sales are permitted at the Market only by the Vendor formally selected by the DDB through the City/DDB selection process.

◆ Market Space Percentage Assignments are as follows by product category:  
Plants 10-15%  
Produce 30%  
Baked goods/prepared foods 25-30%  
Other 30%

These percentages are intended to serve as guidance to the Market Manager to achieve a balanced merchandise mix of approved product categories, however, the Market Manager has the discretion to exceed or be below any product category percentage with the prior approval of the DDB Executive Director.

◆ 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 at any time by Market Manager. Rental fee for both size spaces is currently \$20.00 and monies

are collected each Market day at the Market, payable in either cash or check. All checks should be made out to "DDB" or the Downtown Development Board.

### **Set-Up and Break-Down/Market Operations**

- ◆ Vendors utilizing trucks in excess of 1 ½ tons shall, after making prior arrangements with the Market Manager, unload between 7:00 a.m. and 8:00 a.m. Other Vendors will have from 8:00 a.m. until 9:45 a.m. each Sunday to load in their booth set up. No Vendor may enter the Farmers Market area to set up prior to 8:00 a.m. unless Market Manager has approved such early entry to the Market.
- ◆ All booths must be completely set up to sell at 10:00 a.m. and stay open with complete set up until 4:00 p.m. during standard time and 5:00 p.m. during daylight savings time. Promptly at 4:00 or 5:00 p.m., depending upon season, Vendors must tear down tables and tents and pack all supplies before being able to get their vehicle
- ◆ When loading in from Osceola Avenue, Vendors shall line up in the bricked circle and wait to be escorted into the park by Market Manager, a Downtown Ambassador or other approved escort. All vehicles MUST STAY in the holding area within the bricked circle until they are motioned to enter, escorted by one of the above mentioned personnel. Whenever the vehicle is in motion within the park, moving either forwards or backwards, an escort must be within 12 feet of the vehicle to clear the path of park patrons, pets and other Vendors. Vendors entering at the corner of Eola Drive and Central must pull to the edge of the road at the corner, then stop to wait for their vehicle to be escorted to their assigned spot by one of the above mentioned personnel. Vendors should drive no faster than walking speed, about 4 miles per hour.
- ◆ Vendors must bring heavy duty trash bags to bag their garbage, securing bags properly at the end of the day.
- ◆ Vendors are responsible for all set up materials including, but not limited to, tables, tents, umbrellas, chairs, signage and tablecloths. The Orlando Farmers Market does NOT require a tent but all tables be covered by a cloth to the ground so no table legs show in front or the side of any tables. Any tents used must comply with City 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. Hand written signs are only permitted on a dry eraser board or chalkboard. Market Manager 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 to hold tents down are also suggested.
- ◆ Through a competitive process, the DDB obtained the Market Manager to be 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 booths, approve the items for sale, and after consultation with DDB staff, reduce or waive rental fees to account for weather issues, in-kind services and other promotions. The Market Manager reserves the right to determine whether proposed merchandise meets the DDB's Market objectives and criteria for participation.

### **Licenses and Health Codes**

- ◆ The DDB maintains City and County occupational licenses for the Market. Vendors shall maintain all other appropriate City and State licenses for their type of goods or food products and have licenses in their booth at all times.
- ◆ Vendors that serve any food products/food samples that are not prepackaged must comply with state laws and regulations related to food service.
- ◆ 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 Orlando 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 DDB.
- ◆ Orlando Farmers Market and Downtown Development Board logos and images may not be used for any purpose without the written consent of the DDB staff.

### **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 from the Market Manager of any such violation and two written warnings will constitute immediate termination.
- ◆ 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.