

**VENDOR APPLICATION INFORMATION
MAIN STREET MARKET
2019 FARMERS MARKET SEASON**

I. PURPOSE

This application is to be used for vendors interested in participating in the 2019 Farmers Market held at Medford's Still Park. This section of the application packet will provide interested vendors with general information on the market and the categories of vendors desired.

1.01 Description of Location and Surrounding Area:

Still Park/Cranberry Hall Senior Center is located behind the Municipal Center at 17 North Main Street. There is ample parking in the municipal lot and surrounding lots at behind the Stagecoach Building at Union and Main as well as the Community Lot located off of Main Street behind the War Memorial.

At the park you have Cranberry Hall Senior Citizens Center, Open Space, Tot Play equipment, picnic tables & grills, and a Butterfly Garden (sponsored by the Pinelands Garden Club of Medford). Bathrooms are available.

1.02 2019 Farmers Market

For the 2019 season, the market will open on Saturday, June 8th and will run twice monthly (rain or shine, except for declared weather emergencies) until Saturday, October 26th. Market hours will be 1:00 pm. until 5:00 p.m. during the regular season

Participation in the Holiday Markets will be by invitation of the Main Street Market Committee based upon regular season attendance. Vendors will be contacted in September regarding their participation in the Holiday Markets. The holiday markets may be in a different but nearby location.

The Main Street Market Committee will assign vendors a space. We will accommodate vendors who sign up for the entire season by giving them a consistent space as much as possible.

Vendors must supply their own tables, chairs and other equipment necessary for display of products for sale. The number of and types of vendors at the market shall be determined at the sole discretion of the Main Street Market Committee because the goal of the Committee is to promote local agriculture. For the purpose of this application, agriculturally derived products are defined as agricultural, horticultural, viticultural, and dairy products, livestock and the products thereof, the products of poultry and bee

raising, the edible products of forestry, and any and all products raised or produced on farms and minimally processed or value-added products thereof. Other vendors will include Hand crafted or artisan type items only.

One non-profit vendor space will be allocated each week on a prior approval basis.

Bucket-style panhandling, petition signing, or voter registration is not allowed at any time. Multi-level marketing, resale, flea market, partisan non-profits groups and/or Political Action Committees (PACs) are not eligible vendors.

1.03 Vendor Categories

There are four (4) categories of vendors:

Category 1: Agricultural Vendors are local farmers that produce and/or grow one or more of the following products: Fruit, vegetables, plants (starts, annuals, perennials, herbs) cut flowers and herbs, dairy products, farm-raised meat, seafood, and eggs. In addition, value added products (such as jams, jellies, salsa, honey, soaps, herbal oils, etc.) from one or more of the above referenced items are eligible. This list is not intended to be exhaustive. If the vendor also operates as a Community Supported Agriculture (CSA) farm, share pickup at the market is allowed during regular market hours with notice to the Market Manager. Agricultural products not on this list may be sold with approval.

You will be asked in the application to provide a list of the products that you will be selling. We understand the risks associated with farming and the unpredictability of weather. In the event that weather, disease or other circumstances prevent you from harvesting and selling the produce listed in your application, you shall so notify the Main Street Market Committee.

The Farmers Market Rules (Attachment 6) require that you grow 90% of what you sell.

Category 2: Food Vendors must take an active part in making the majority of the items they plan to sell. Food vendors may sell items for on and offsite consumption including, baked goods, coffee, soups, salads, sandwiches and value-added products (such as jams, jellies, salsa, honey, soaps, herbal oils, etc.) preferably made with ingredients sourced from local farms. This list is not intended to be exhaustive. Food products not on this list may be sold with approval.

Vendors selling prepared foods shall prepare and serve foods in accordance with all applicable Federal, State and local health regulations. Please note that in consideration of our local businesses, we cannot accept food vendors who sell the same or similar foods and beverages as local Medford Main Street Merchants. We will review and make decisions about applications on a first-come first serve basis.

If your vending operation includes the use of any open flame or flame-producing device, a Township of Medford Fire Permit will also be required. Type 1 permit request must be filed and remitted directly to the Township of Medford Fire Division, with a copy submitted with an application. This Fire Permit application is available at www.medfordfire.org/forms/permit.pdf or at the Fire Department administrative offices located at 1 Firehouse Lane. A separate fee of \$42 for the Fire Permit is required for each vending spot each occurrence.

Vendors must be self-contained, and bring their own tables, chairs, tents and generators if needed. GENERATORS MUST BE INVERTOR TYPE AND CANNOT EXCEED 60 DECIBLES. NO electricity or water will be provided.

Category 3: Craft Vendors must take an active part in the making of the items they plan to sell. Products sold by craft vendors include, for example, artisan jewelry, crafts, brooms, wreaths, and baskets. This list is not intended to be exhaustive. No re-sale or flea market items are allowed.

Category 4: Non-Profit Vendors are Burlington Committee community groups, schools, or other non-profit organizations selling items or food products for fund raising purposes. Selling of raffle tickets is acceptable provided that all necessary State and local approvals are obtained. Non-profit vendors will be exempt from vendor fees. There will be two non-profit spots. One for Medford Business Association's information booth as well as one rotating non-profit spot that will be assigned by the committee after reviewing applications.

II. APPLICATION/INSTRUCTIONS

2.01 Applications for Category of Vendor

Applications are included for each category of vendor are online at <http://www.medfordmainstreet.com>

A print out can be requested to be mailed by emailing market@medfordmainstreet.com

2.02 Deadline for Submission of Applications

The deadline for submission is Friday May 10, 2019, 12:00 p.m.

The Committee will continue to accept applications after this deadline and throughout the market season. If vacancies become available, vendors will be selected at the discretion of the Committee. If there are no vacancies at the time an application is received, the applicant will be placed on a waiting list.

2.03 Requirements for Application Submission

Applicants will apply online with a \$30 refundable deposit if not selected or they may request a paper copy via email at market@medfordmainstreet.com. Paper applications can then be sent with the \$30 deposit to Main Street Market, Medford Business

Association, PO Box 981, Medford, NJ 08055.

2.04 Review of Applications

If necessary, a committee comprised of Main Street Market representatives will evaluate applications to ensure that the objectives of the Main Street Market Committee are met. The Committee reserves the right to reject any application.

The Committee shall rely upon the following criteria in reviewing and ranking (if necessary) the applications received:

- Medford residency or proximity
- Location of the operation in Burlington Committee
- Location of the operation in New Jersey
- Experience at other farmers markets
- Number of years in business
- Percentage of product that is directly related to agriculture
- Diversity of products being offered

In addition, the following criteria shall be used to review applications for Agricultural Vendors:

- Willingness to accept food assistance program vouchers/checks/EBT (e.g., food stamp EBT, WIC, Senior Farmers Market)
- Seasonal diversity of produce offered for sale
- Ethnic diversity of produce offered for sale
- Certified organic products offered for sale

Food Vendors (no food trucks) must complete the following steps:

STEP ONE:

Complete and submit the Fire Permit from www.medfordfire.org/forms/permit.pdf (for any open flame or actually cooking on site) with \$42 by sending directly to Medford Fire Dept. (May not be required for all food vendors. Please check with Medford Fire Dept. website above for specific requirements)

STEP TWO:

Complete and submit the following TWO documents to market@medfordmainstreet.com , fax to (732) 782-0311 or mail to MBA PO Box 981, Medford NJ 08055

- A. Current Board of Health Certificate Copy
- B. Insurance Cert. \$1,000,000 / 2,000,000 listing Medford Business Association and the Township of Medford as additional insureds

STEP THREE: All food vendors must have the yearly Medford Food Handlers License for mobile establishments. A copy of this license must be provided to the MBA and displayed the

day of the event. Visit www.medfordtownship.com/clerksoffice and contact the Township for information

2.05 Acceptance of Application

Vendors selected by the Committee to participate in the 2019 Market shall be notified via email no later than Friday, May 17, 2019 (or prior).

2.06 Required Submissions After Selection

A. If not included with the application, applicants selected to participate in the Market shall transmit the certificate of insurance as described in Section 3.04 below to the address indicated in Section 2.03 no later than May 31, 2019. Items may be faxed to (732) 782-0311 or emailed to market@medfordmainstreet.com (deposits can be invoiced via email).

III. TERMS AND CONDITIONS

3.01 Rules of Market

All vendors must agree to abide by the rules established for the farmers market included in this document as Attachment 2.

Vendor fees can be paid online or in person on the day of the market, non-negotiable and dependent upon the number of spots requested. Spots are approximately 10 foot with space between. Fees will be invoiced one month prior and can be paid by credit card.

Not for profits organizations will not be charged but require pre-approval.

Fees shall be payable to the Medford Business Association (MBA) for each market day the vendor is present and selling goods. The fee must be paid monthly prior to the beginning of each month. Weekly payments will not be accepted except from those vendors that attend on a periodic basis. The Committee reserves the right to substitute another vendor if the selected vendor fails to pay the required fee. Fees paid in advance will be credited toward future payments if a market day is cancelled due to inclement weather. Vendors who pay for the entire season (June through October will receive one month free! 2 markets in the Month of October.)

3.03 Procedures for Payment

The vendor fee is to be paid to the Main Street Market Committee or designated Committee Staff present at the Market by the first market day of every month. A written receipt or email confirmation will be issued upon receipt of payment. Payment may be made with credit card, cash or check. Checks shall be made payable to "Medford Business Association." Please include Main Street Market in the memo section.

3.04 Insurance Requirements

Vendors in carrying out their responsibilities, as a matter of course, will represent itself as an independent contractor and not as an agent or employee of the Committee.

Submission of a certificate of insurance is not required for Agricultural Vendors selling only plants, all Category 3 Craft Vendors and Category 4 Non-Profit Vendors not selling food items. Please note that all vendors are required to execute the Defense and Indemnification Agreement found in Attachment 1.

It is recommended that you send this section to your insurance broker. At its own cost and expense, the vendor must secure and maintain the following insurance coverage during the term of the Agreement:

Commercial General Liability, including Products Completed Operations, coverage for Personal Injury and Property Damage Liability of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) annual aggregate.

No later than May 29, 2019, Vendors shall provide the Committee with a Certificate of Insurance evidencing that said insurance is and will be in effect during the market season and naming the Township of Medford and the Medford Business Association as an Additional Insured. Certificates that name the Committee as a certificate holder only will not be accepted.

If required by your insurance broker, the Certificate of Insurance shall contain a statement that the policy applies to all activities that are undertaken by the insured during the 2019 Farmers Market season, if applicable. Certificates of Insurance that do not include a specific description of activities or events, may be used for any Committee event that the vendor participates in during the term of the insurance policy.

In addition, each Certificate of Insurance shall contain the following information or statements:

1. Name and address of insured.
2. A statement that the Township of Medford and the Medford Business Association is an Additional Insured under Commercial General Liability (see below).
3. The number and description of each policy in force on the date of the Certificate.
4. The expiration date of each policy shown as well as the amount of coverage for each party.
5. A statement showing the method of cancellation. If cancellation may be effected by the giving of notice to the insured and the Township of Medford and the Medford business Association by the insurer, the policy and Certificate must provide that cancellation shall not be effective until ten (10) days after receipt of such notice by the said Township of Medford and the Medford Business Association.

All said policies shall be kept in full force during the term of the 2019 Main Street Market season and each policy shall contain a rider stating that the policies are non-cancelable unless sixty (60) days written notice is given to the parties insured. During the 2019 Market season, it shall be the responsibility of the applicant to provide the Committee with additional Certificates of Insurance in compliance with the above when any insurance policy for the above-listed coverage expires.

The Certificate of Insurance should be issued to:

Medford Business Association, c/o Main Street Market
PO Box 981
Medford, NJ 08055

3.05 Discrimination Prohibited

Vendors selected to participate in events at the Main Street Market shall not discriminate in the hiring of persons who are qualified and available to perform work at the Market for reason of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality in accordance with New Jersey Law.

3.06 Committee Representative

The persons responsible for administration of the Farmers Market are:
Robert Petrillo – Pola Galie and they can be reached at
mainstreetmarket@medfordmainstreet.com

3.07 Indemnification of Committee

All vendors that participate in the 2019 Main Street Market shall agree to defend, indemnify and hold harmless the Committee and its officers, employees, servants and agents from all claims, suits or actions of every kind or character made upon or brought against the Committee and its officers, employees, servants and agents for or on account of any injuries or damages which shall arise, in whole or in part, out of, in the course of or as a consequence of any willful or negligent act or omission or tortuous act or omission of the Vendor, its employees, agents or subcontractors, in the performance of the said work or by or in the consequence of any negligence in the operations or any improper material or equipment used, or by or on account of any act or omission of Vendor or its servants, agents or employees. This indemnity shall include attorney's fees and costs and all other expenses incurred in the defense of any suit.

3.08 Entry and Inspections

The Committee, its agents or employees shall have the right to enter the Main Street Market Area for the purpose of making inspections. If the vendor is found to be noncompliant with the requirements set forth in the Farmers Market Rules, the Committee reserves the right to terminate the agreement and select a vendor from the waiting list.

ATTACHMENT 1

**DEFENSE AND INDEMNIFICATION AGREEMENT
PLEASE SIGN AND RETURN WITH APPLICATION**

VENDOR NAME:

(Please Print)

VENDOR ADDRESS:

(Please Print)

Vendor hereby agrees to defend, indemnify and hold harmless the Committee and its officers, employees, servants and agents from all claims, suits or actions of every kind or character made upon or brought against the Committee and its officers, employees, volunteers and agents for or on account of any injuries or damages which shall arise, in whole or in part, out of, in the course of or as a consequence of any willful or negligent act or omission or tortuous act or omission of the Vendor, its employees, agents or subcontractors, in the performance of the said work or by or in the consequence of any negligence in the operations or any improper material or equipment used, or by or on account of any act or omission of Vendor or its servants, agents or employees. This indemnity shall include attorney's fees and costs and all other expenses incurred in the defense of any suit.

Print Name

Signature of Responsible Party

Signature Date

This must be provided to the Main Street Market Committee by fax at (732) 782-0311, email at market@medfordmainstreet.com or by hand on the first day of the market. You cannot vend without it.

**ATTACHMENT 2
MAIN STREET MARKET RULES
2019 SEASON**

1. Dates of the Market:

The Main Street Market will be open for the 2019 Season each Saturday from June 8 through October 26, 2019.

2. Times for Market Sales:

The market will be open for business beginning at 1 pm. No sales will be permitted before 1:00 pm, however, sales will be permitted after 5 pm during the time when vendors are taking down their facilities. All vendors are required to remain at their designated location until the market closes at 5 pm. We are planning for 2 holiday markets in November & December but details will be emailed to summer participants. The Main Street Market Committee will be responsible for assigning spaces to vendors.

4. Vendor Designation:

Vendors shall be designated as follows: agricultural, food, craft and non-profit. An “agricultural” vendor is defined as selling products that are agricultural, horticultural, viticultural, dairy products, livestock and the products thereof, the products of poultry and bee raising, the edible products of forestry, and any and all products raised or produced on farms and minimally processed or value-added products thereof. All agricultural vendors must abide by Rules 5 & 6, below)

5. Agricultural Vendor Allowable Products:

Agricultural vendors must list the individual products they plan to sell at the market on the Agricultural Vendor Application. Products permitted for sale include fruits, vegetables, grain, hay, straw, herbs, tea, tinctures, flowers, plants, meat, dairy products, eggs, fish, approved farm-based crafts (defined as created from ingredients grown or produced on vendor’s farm and made by vendor or vendor’s farm employees), ornamental produce, honey, jellies, jams, salsa, maple syrup, farm-based baked goods (defined as created from ingredients grown or produced on vendor’s farm and made by vendor or vendor’s farm employees), wool/fleeces, animal products, soaps, beeswax or soy candles. If the vendor also operates as a Community Supported Agriculture (CSA) farm, share pickup at the market is allowed during regular market hours. If a vendor wishes to sell an agricultural product not listed in these rules, he or she must obtain written approval from the Main Street Market Committee before selling said product.

6. Producer-only rules and exceptions:

90% of products displayed for sale must be produced by the vendor who sells them on land either owned or leased by the farming operation with which the vendor is associated (Vendors selling only non-agricultural items such as coffee, drinks, jewelry and crafts are exempt from this rule). Under no circumstances may vendors re-sell

produce purchased from other vendors at the market. This rule is designed to prevent unfair competition among vendors. At certain “in between harvest” times during the growing season, it is expected that produce vendors may not have enough product to sell under the 90% rule. At these times, with the prior consent of the Main Street Market Committee vendors may purchase local produce, preferably in Burlington Committee, to constitute up to 50% of their product line. “Local” is defined as produced within 50 miles of Moorestown, New Jersey or within the state of New Jersey. Expected “in between harvest” times are weather-dependent and may occur during June, October and November. Such local supplementary products must be clearly labeled as to their place of origin and proof of purchase must be shown. Products should be harvested no more than 48 hours before being offered for sale at the farmers market. This is to ensure quality and freshness.

With prior approval of the Main Street Market Committee, agricultural vendors selling fruits and vegetables will be allowed to purchase and sell apples and peaches that are locally grown to meet unmet customer demands for these products that are not widely grown by local farmers. Agricultural vendors buying in these two items must make and indicate the variety and farm the item was grown on.

7. Food Vendor Allowable Products:

Food vendors must list the individual products they plan to sell at the market on the Food Vendor Application.

Products permitted for sale include baked goods, prepared foods, coffee, bottled non-alcoholic drinks, prepared non-alcoholic drinks. If a vendor wishes to sell a food product not listed in these rules, he or she must obtain written approval from the Main Street Market Committee before selling said product.

8. Craft Vendor Allowable Products:

Craft vendors must list the individual items they plan to sell at the market on the Craft Vendor Application. Products permitted for sale include jewelry (hand-made by vendor) and crafts (hand-made by vendor). Items cannot be purchased and then resold by the vendor. No mass produced items are permitted for sale. If a vendor wishes to sell a craft product not listed in these rules, he or she must obtain written approval from the Main Street Market Committee before selling said product.

9. Non-Profit Vendor Allowable Products and Rules:

Only Burlington Committee community groups, schools, or other non-profit organizations are eligible to sell items for the purpose of raising money for their organization. Offering a raffle prize or, for example, pumpkin carving or face painting is also acceptable, subject to applicable laws and regulations. Bucket-style panhandling, petition signing, or voter registration is not allowed at any time. Partisan non-profits groups and/or Political Action Committees (PACs) are not eligible vendors. Any required the non-profit group provides tents, chairs and tables. Non-Profit vendors must list the

individual items they plan to sell at the market and activities they plan on engaging in to raise money for their organizations on the Non-Profit Vendor Application.

10. Management:

The oversight and management of the Main Street Market will be handled primarily by a designated Main Street Market Committee member. The Market Manger's duties will include the following:

- a) Supervise opening and closing of market.
- b) Record attendance and keep a brief log of market events.
- c) Assign spaces to Vendors and re-assign spaces in the event of an absence or late arrival.
- d) Monitor customer interaction with Vendors and resolve conflicts that may arise.
- e) Appropriately respond to and address customer suggestions, questions and concerns
- f) Enforce market rules and report alleged violations in writing
- g) Coordinate with local officials and inspectors at the market
- h) Convene Vendors at the market for brief meetings as necessary.
- i) Coordinate event planning with vendors and other Committee staff
- j) Coordinate set up and take-down of market information table
- k) Coordinate with township maintenance staff to ensure that site is left clean, all trash is picked up, all vendors have left
- l) Coordinate with the Green Team/Environmental Affairs Advisory Committee
- m) Put up and take down any temporary signage placed nearby to advertise market

11. Fees:

Fees are non-negotiable and assessed per market day based upon the number of ten (10) foot spots reserved.

This fee must be paid for each day that the vendor will be present at the market, paid in advance monthly. Not for profits organizations will not be charged. Fees paid in advance will be credited toward future payments if a market day is cancelled due to inclement weather. Payment can be made by cash, check or credit card. Checks shall be made payable to "Medford Business Association."

12. Tardiness/No-Shows/Early Departures:

Proper notification is required if a vendor must be late or absent for a market day or will need to leave early. If the vendor cannot adhere to the 1 - 5 pm market schedule, he or she is obliged to call the Main Street Market Committee by 5:00 pm the day prior to the market day in question.

If a vendor must miss a scheduled market day for any reason other than predicted inclement weather or legitimate emergency, he or she is required to give at least 24 hours notice to the Main Street Market Committee. If a vendor is late, misses a scheduled market day or leaves early on 3 market days when he or she is scheduled to

sell, the vendor may be asked not to return to the market without a refund for any days paid in advance. Vendors who are asked not to return due to tardiness/absences/early departures may be replaced at the Committee's discretion.

13. External Regulations:

Vendors are responsible for compliance with applicable municipal, Committee, state and federal regulations, such as (but not limited to):

- a. Agricultural business license
- b. Pesticide licensing and safe use
- c. Approval seal of the New Jersey Office of Weights and Measures on all scales
- d. State sales tax collected and reported as required
- e. Organic certification on claimed products as required
- f. Food safety, sanitation, health permits and labeling requirements pertaining to the items for sale
- g. State inspection of nursery stock required for selling whole plants for replanting (packs or pots)

If the Main Street Market Committee is advised by the appropriate authority that applicable regulations are not being complied with, they will be removed from the list of eligible vendors.

14. Space and Parking Designation:

The Main Street Market Committee will be responsible for determining the space and position of each Vendor at the market on the first day of the market season, but may reassign positions for any reason.

Vendors will be able to pull up in Still Park Lot for drop off but it would be preferred if they move their vehicle to the municipal lot behind the township building or another nearby lot.

15. Vendor Conduct:

Vendors must completely clean-up the area around their designated space and sales area before leaving the market each day after closing time. Their area is to be left "broom swept" and free of debris. Vendors not complying with this provision will be charged a \$25 fee for each occurrence. If non-compliance continues, the Vendor in question may be asked not to return to the market without a refund for any days paid in advance. Vendors are not to smoke cigarettes during market hours in the market area or within 50 feet of the market area. Vendors will be asked to remove pets from the market if they are disruptive to other vendors or customers.

ATTACHMENT 3
List of Application Links

- Main Street Market Ag/Farmer Vendor Application
<https://galie.wufoo.com/forms/main-street-market-agfarmer-vendor-application/>
- Main Street Market Craft Vendor Application
<https://galie.wufoo.com/forms/main-street-market-craft-vendor-application/>
- Main Street Market Food Vendor (*coming soon*)
- Main Street Market Non-Profit Vendor
<https://galie.wufoo.com/forms/main-street-market-nonprofit-vendor-application/>

After completing the online application, you will have the opportunity to pay your deposit via credit card. If your application is not approved, that deposit will be refunded. If you are approved, you will be notified and receive an invoice for June for the number of spaces and days you have signed up for in early May which is to be paid prior to the start of the market days, June 8, 2019.

If you prefer to send a check, please make it payable to Medford Business Association (Main Street Market), PO Box 981, Medford, NJ 08055.

PLEASE NOTE THAT THESE RULES MAY BE REVIEWED, REVISED OR UPDATED
WITHOUT PRIOR NOTICE TO VENDORS BUT ANY CHANGES WILL BE
COMMUNICATED WITH APPROVED VENDORS.