

# Ferry Street Growers' Market

## 2019 Guest Vendor Application

Office Use ONLY

Assigned Space: \_\_\_\_\_

Vendor Type: \_\_\_\_\_

Farm or Business Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone Number ( ) \_\_\_\_\_ Other Phone ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Product(s), Please list all items you would like to sell or services you would like to offer at the market (attach additional sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_

**Is your organization a registered 501(c)3 non-profit entity? YES / NO**

Market Date Requested\*: 1<sup>st</sup> choice \_\_\_\_\_ 2<sup>nd</sup> choice \_\_\_\_\_ 3<sup>rd</sup> choice \_\_\_\_\_

Please attach additional sheet if necessary.

**\*Subject to application acceptance and availability of dates.**

Approximate size of display space required. \_\_\_\_\_

If you have any questions, please contact:

**Mark Cramer**

**(570) 764-7606**

**mbcramer@outlook.com**

Please mail application to:

**David Knoebel**

**PO Box 312**

**Elysburg, PA 17824**

**\*\*See Operation of Market for market dates and fees**

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## Registration and Operating Guide

### Registration

- Guest Vendors may be accepted by the market by majority vote of the Board of Directors. These vendors will be admitted based upon their enhancement of the market through the products and/or services offered. Participation is limited to ONE Food Truck or Ready-To-Eat food vendor each week. Guest Vendors who incorporate local agricultural products in their offering(s) will receive preferential consideration.
- Spaces will be assigned by the Board of Directors.

### Operation of the Market

- Vendors must keep their display within assigned parking spaces, **regardless of open spaces that might be present.**
- Spaces must be kept clean and orderly at all times. Receptacles for waste paper, etc. must be provided if products sold result in such a need. Spaces must be clean of all refuse, debris, trash, etc. at the close of each market day and be removed from the site.
- The market hours will be 8:00 am until 12:00 pm.
- Location of the market will be Geisinger parking lot next to Cole's Hardware.
- **The fee for Non-profit Vendor is \$0.00. Guest Vendor fee is \$20.00/week. Payment of fee is due upon acceptance of application and notification of date(s) approved.**
- Each vendor shall hold personal liability insurance for at least \$500,000 that covers their market activities.
- The name and location of the vendor should be prominently displayed.
- All tents or canopies must be sufficiently weighted at all times.
- Asphalt surface must not be painted, altered or damaged for any reason. Repairs will be at the expense of the vendors.
- The middle walkway must be maintained open and unobstructed by vendor displays.
- **Dates of market operation are from the 3<sup>rd</sup> Saturday in May until the Saturday before Thanksgiving.**

## **Market Management**

- Vendors agree to abide by the requests of the Market Manager or Assistant in the operation of the market.
- Issues or conflicts will be handled by the Market Manager as set forth in these guidelines. The Market Manager's decisions are final.

- Uncorrected violations may result in vendor dismissal and loss of fees.**Liability and Regulations**

- Vendors must comply with all applicable local, state, and federal health regulations, in the harvest, preparation, production, labeling and safety of the products brought to market.
- Vendors must submit a Certificate of Liability Insurance showing the certificate holder as Ferry Street Growers' Market. This certificate shall cover the vendors sales and activities for the period registered.
- Members must submit a copy of all certifications and licenses applicable for their operation.
- The vendor shall indemnify, defend and hold harmless the Borough of Danville and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities including reasonable attorney's fees (collectively "Claims") arising out of or caused by the vendor, its employees, agents and others acting on its behalf, negligence in connection with the provision of services of the vendor. The vendor shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such Claims.

### **Following application acceptance by the market Board of Directors, and market date(s) agreed to by Vendor and Board of Directors:**

**Guest Vendor** must remit the full non-refundable fee, to be received no less than 2 weeks before their first scheduled market date.

**Non-profit Vendor** must confirm in writing, by mail or e-mail, no less than 2 weeks before their first scheduled market date.

**Cancellation** by either type of vendor should be made at least 2 weeks in advance of the market date(s) to assure rescheduling of market date(s), market season permitting.

**Send** confirmation and applicable fees (payable to Ferry Street Growers' Market) to:

**David Knoebel PO Box 312 Elysburg, PA 17824**

**Anti-Discrimination and Anti-Harassment Statements**

The Ferry Street Growers' Market does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients.

The Ferry Street Growers' Market is committed in all areas to providing a work environment that is free from harassment. Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. All participants in the market including members of the Board of Directors, vendors and their employees and guests of the market are expected and required to abide by this policy.

I hereby accept the above guidelines in consideration of obtaining a vendor space at the Growers' Market.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

All Insurance and Certificates pertaining to your operation must be attached.

Thank you for applying to the Ferry Street Growers' Market

Please save a copy for your records.

**Notice to all Ferry Street Growers' Market Vendors**

The Ferry Street Growers' Market Board of Directors has adopted a farm/business audit policy to ensure the integrity of our grower-type market, as stated in the vendor application and the registration and operating guidelines, i.e. all products must be grown, raised, or produced by the vendor. The audit policy is explained in the attached Ferry Street Growers' Market Conflict Resolution Form.

However, the Ferry Street Growers' Market farm/business audit policy does not preclude an informal conflict resolution, agreed to by the Ferry Street Growers' Market Board of Directors, for the first violation only. If the accused vendor acknowledges the violation and immediately removes the item(s) from sale, the Ferry Street Growers' Make Board would not require a site visit and associated costs and penalty to the accused vendor's (or accuser's, if no violation is found) farm/business. Any subsequent violation by the same vendor will be a second violation, and the vendor will be permanently dismissed from the Ferry Street Growers' Market and forfeit all paid dues.

I acknowledge and accept this policy as part of my agreement to participate in the Ferry Street Growers' Market.

Vendor's full business name and address:

Business owner's signature \_\_\_\_\_ Date \_\_\_\_\_

Business owner's printed name \_\_\_\_\_

**Ferry Street Growers' Market  
Conflict Resolution Form**

Guidelines for a site investigation by two members of the Board of Directors for an infraction of rules of the Ferry Street Growers Market. Incident must be brought to a board member during market hours on the day of the discrepancy.

The signature of both the Accused and the Accuser Grower is required on this form for a site or farm visit. Failure of the Accused Grower to sign this form, or allow two members of the Board of Directors to visit their site, shall be considered an admission of policy violation, and the following penalties shall be imposed.

First Offense:

- If the Accused is found not to be growing/producing their own Fruits, Vegetables, Meat, Eggs, or other Products in enough volume to cover the amount brought to market, they will be liable to pay for two Board of Directors visits at \$25.00 each and not allowed to sell products on the next two market days.

Second Offense:

- If Accused is found engaging in conduct that constitutes a 2nd offense, they will be permanently dismissed from the Ferry Street Growers' Market and forfeit all paid dues.

Should no violations be found by the two visiting Board Members, the Accuser shall pay Ferry Street Growers' Market for two visits by the Board Members at \$25.00 each. In addition, the Accuser must pay a \$100.00 penalty. Total fees incurred would be \$150.00.

Product named by Accuser \_\_\_\_\_ Date \_\_\_\_\_

Accused Grower \_\_\_\_\_ Date \_\_\_\_\_

Accuser \_\_\_\_\_ Date \_\_\_\_\_

Board Member \_\_\_\_\_ Date \_\_\_\_\_

Board Member \_\_\_\_\_ Date \_\_\_\_\_

Fees Incurred \_\_\_\_\_

Date Fees Received \_\_\_\_\_