

## 2016 San Juan Island Farmers Market Vendor Participation Agreement

The San Juan Island Farmers Market is intended as an agricultural marketplace for San Juan County residents. The market accepts vendors of products grown and gathered in San Juan County, vendors of food products made in San Juan County, and vendors of art and crafts made in San Juan County. Additional guest vendors are allowed depending upon the product or services offered and availability of booth space.

**1. Vendor participation agreement:** All vendors are required to read and sign this agreement. Signed agreements will be received by the manager of the San Juan Island Farmers Market. No vendor may sell at the market before reading and signing this agreement and paying the annual participation fee.

**2. Fee structure:** It is the vendor's responsibility to pay all necessary fees, as follows:

- i. The annual participation fee is \$25/year for each voting member or partnership that shares a booth. If a booth is comprised of two or more vendors or a cooperative group, the booth "collective" has only one vote in SJIFMA matters and pays and reports as one unit.
- ii. The annual participation fee for guest and community organization vendors is \$25/year.
- iii. The vending fee for voting members is comprised of a flat-rate booth fee plus a 3% fee on gross sales (less sales tax). The booth fee is \$15 per market for an outside corner booth (10x10), \$10 per market for an outside regular booth (10x10), and \$10 for an 8x6 booth inside Brickworks. The minimum daily vending fee is \$20.
- iv. The vending fee for guest vendors is simply a flat-rate booth fee: \$30 for a standard (10x10) booth or \$40 for a corner (10x10) booth during the high season and \$25 for either a standard or corner booth during the shoulder seasons.
- v. The vending fee for a non-profits or community organizations is simply a flat-rate booth fee: \$20 for a standard (10x10) booth and \$30 for a corner (10x10) booth. Fundraising by the organization at the booth must be approved by the market manager. Fees may be discussed with the manager and adjusted on a case-by-case basis.
- vi. Larger or smaller than standard booths will be charged accordingly. Vendors assigned a corner because of seasonal or last-minute changes to the market layout will not be charged extra. The manager may adjust vending fees on a case-by-case basis.
- vii. A cancellation fee in the amount of the booth or minimum vendor fee is imposed when a vendor fails to inform the market managers by 3pm Thursday that he or she will not be attending the market that week.
- viii. A late fee of \$10 is imposed each time a vendor does not submit the weekly fee collection form or pay fees on time OR each time a vendor must be contacted by the market manager because of failure to report or pay on time (see below).

**3. Weekly payments and reporting schedule:** All booth fees and reporting forms are due at the end of each market. However, as a courtesy, weekly market vendors may pay their fees anytime before the next market. All vendors will be supplied with weekly reporting forms. It is the **vendor's responsibility** to submit the form and fees prior to the start of the next market. Any vendor who does not pay fees on time will be charged a late fee, as per viii above. Any vendor who necessitates repeated (three times or more) follow up to obtain payment may be excluded from a market. In extreme cases, the association reserves the right to exclude a

vendor from all markets remaining in the season. The manager will provide receipts. Vendors should keep records of all fee payments.

**4. SJIFMA Bylaws:** It is the vendor's responsibility to follow the guidelines set forth by San Juan Island Farmers Market Association Bylaws dated March 2015.

**5. Market hours and vehicle guidelines:** The market opens at 10am. No sales to the public are allowed before that time. Sales to other vendors, managers, and musicians are allowed. No selling is allowed outside the designated area. All vehicles must be out of the vending area by 9:30am. The market closes at 1pm. Vendors are expected to stay until closing, although allowances may be made on a case-by-case basis. No cars may be in the vending area earlier than 10 minutes after closing. While driving on the Brickworks Plaza, vendors must use good judgment, drive slowly, and use a spotter as needed. During the market, vendors may not park at the site or within two blocks of Brickworks.

**6. Booth assignments:** As far as possible, regular vendors will have established booth sites. Vendors with reserved spaces who do not sell for two consecutive weeks or who do not pay their booth fees on time risk losing their usual space to other vendors. Regular vendors who begin selling after the first of the season must inform the managers at least a week in advance of their arrival so that booth assignments can be adjusted. In the case of disagreements over booth assignments, vendors will participate in a lottery to allocate stalls. Weekly vendors will be assigned spaces by the market managers. The market managers have final say on all booth locations. **Vendors not in place by 9:30am risk losing their space. As per vii. above, vendors must tell the market manager before 3pm Thursday if they do not plan to be at that week's market. Vendors failing to do this will incur a cancellation fee.**

**7. Vendor responsibilities:** Collection of sales taxes, as required by state law, is the sole responsibility of the vendor. Maintenance of business licenses, food handler cards, and any other required permits or licenses is the sole responsibility of the vendor.

**8. Booth use guidelines:** Selling from vehicles is not allowed. No vehicle traffic is allowed in the market area during market hours. Pets are not allowed at the market. All booths must be staffed by at least one person throughout the market. Booths are intended for sales of local products, not just for advertising.

**9. Booth clean-up:** It is the vendor's responsibility to keep the booth area clean and to provide trash disposal. Trash containers must be visible and of adequate size for the trash generated by the booth.

**10. Insurance:** The SJIFMA carries liability insurance covering market operations only. Maintenance of personal, business, product liability, or any other insurance coverage is the express responsibility of the vendor.

**11. Use of canopies or umbrellas:** Vendors who erect canopies or umbrellas at the market must anchor their canopies or umbrellas to the ground from the time they are put up to the time they are taken down. Each canopy leg or umbrella MUST be anchored to permanent tie-downs or by no less than 24lbs. Any canopy or umbrella not properly anchored must be

immediately taken down. Should an insurance claim be made because of a canopy or umbrella, the responsible vendor will be liable for the insurance deductible and any claims.

**12. Vendor Expectations and Conflict Resolution Process** All vendors shall deal respectfully with market board members, the market manager, fellow vendors, and customers. All vendor concerns shall be directed to the manager, with the understanding that the vendor will not pursue the issue with the manager outside of the manager's work hours. The manager will listen respectfully in full to the vendor's concerns. The manager will then deal with the situation as the manager deems appropriate. If the vendor disagrees with the manager's decision, the vendor may submit a written complaint to the board, and the board will set up a meeting with the parties to resolve the issue. The final decision on a dispute rests with the board.

**13. Vendor applications:** All vendors must file an annual application to participate in the market.

**2016 San Juan Islands Farmers Market  
Indemnification/Hold Harmless Agreement**

To the fullest extent permitted by law and to the extent that claims, damages, losses, or expenses are not covered by insurance purchased by the San Juan Island Farmers Market Booth Lessee, \_\_\_\_\_, the Booth Lessee, \_\_\_\_\_, shall indemnify and hold harmless the San Juan Island Farmers Market Association and agents and employees of the association from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from use of a booth space at the San Juan Island Farmers Market, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent acts or omissions of the Booth Lessee \_\_\_\_\_, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a part or person described in this document, 2016 San Juan Island Farmers Market Indemnification/Hold Harmless Agreement.

**I have read the 2016 San Juan Island Farmers Market Vendor Participation Agreement, including the Hold Harmless Agreement, and accept the terms specified.**

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

Printed name \_\_\_\_\_ Phone \_\_\_\_\_

Business/Organization Name \_\_\_\_\_

Email \_\_\_\_\_