



Applegate Evening Market 2025 - Vendor Agreement

Wednesdays 5-8 PM from May 14th through October 15th

FINANCIAL AGREEMENTS

- A. Membership Fee:** Upon approval, a fee of **\$50** will be required to become a member of the Applegate Evening Market (AEM) & secure your space to vend for the season. Included in this fee is a *Business Network Membership* with A Greater Applegate.
- B. Market Fee:** Vendors are responsible for paying booth fees upon arrival at each market. Checks must be cleared by the Friday after market. Booth fees for a 10'x10' space are:
- Farmers/Artisans/Crafters/Food Producers - **\$25/week**
 - Prepared Food Vendors - **\$45/week**
- C. Cancellation Notification:** If a Vendor is unable to attend any market day, they must notify the Market Manager by email, text, or call at least 24 hours prior to the start of Market (by 5pm on Tuesday). **If sufficient notice is not provided, Vendors must pay a cancellation fee of \$20 prior to the next market.**
- D. Late/Failed Payments:**
- In the event that a Vendor fails to make their booth payment during market on Wednesday (checks must clear by Friday 5pm that week), the Vendor will not be permitted to attend the market until such payments are made.
 - If any check does not clear, the vendor will pay an additional **\$30.00** to cover bank fees and additional administrative time.

TERMS & CONDITIONS

A. Attend required AEM Vendor Orientation on:

Wednesday, April 30th, 5-7pm at The Lindsay Lodge (15100 Hwy 238)

B. Qualifying Products: AEM welcomes vendors who grow, produce, or process the items they have for sale. All products must be grown or made locally (Jackson or Josephine County) and use healthy and sustainable growing and production practices. There will be no resale of commercial products at AEM. Crafts must be made by AEM members and primarily use locally grown agricultural products. All products must be approved by the Market Manager.

Products that may be offered include fresh fruits, vegetables and herbs, plants and flowers, dairy, poultry, meat, seafood products, breads, other baked goods, specialty food products, processed foods (honey, maple syrup, jams, jellies, candies), arts, crafts, & jewelry.

A Vendor may submit in writing a waiver to sell additional products. Any decision to grant such a waiver shall be made by the Market Manager in its sole and absolute discretion and apply only to the petitioning Vendor, and not to any other Vendor at AEM.

C. Insurance: All Vendors must have their own insurance to cover the extent of their operations and liabilities at AEM:

General Liability Insurance - All vendors must provide general liability insurance listing "The Lindsay Lodge" as additionally insured, as we are not liable for your property, products, or potential damage.

D. Additional Requirements for Processed and Prepared Food: All processed and prepared foods should comply with the requirements set forth by federal, state and local laws.

- a. Commercial or Residential Kitchen Permit - Any Vendor selling processed or prepared foods must provide the AEM with a copy of its commercial or residential (cottage) kitchen permit from its local health department for such processed foods prior to selling any such products at AEM.
- b. Product Liability Insurance - Vendors selling potentially hazardous foods must carry product liability insurance and appropriate licenses.
- c. Processed foods must be high quality, labeled per state guidelines, and made by AEM members.

- d. Valid Food Handler's License - Vendors must be registered with Josephine or Jackson county as a licensed food vendor or business.
 - e. Organic products must have certification.
- E. Compliance with Laws:** Vendors are required to comply with all federal state and/or local laws and regulations. Products offered for sale must also comply with all federal, state, and local rules, regulations and ordinances, and special permits may be required. (Examples include but are not limited to nursery licenses, food handlers cards, scale certificates, organic certifications, and liability insurance for processed foods.) Vendors are responsible for contacting state and local agencies to confirm all applicable permits or licenses required by those agencies are in compliance. Copies must be on display at the vendor booth during the market. AEM is not responsible for vendor compliance.

RESPONSIBILITIES

AEM will provide

A. Space:

- a. Each Vendor will be provided a 10'x10' space.
- b. Vendor spaces will be assigned by the Market Manager and these decisions will be final on the day of market.
- c. Booth placement is considered by seniority, product type, vendor needs, season, site requirements, and market ambiance.
- d. Spaces must be occupied 30 minutes prior to market opening and may be reassigned if unoccupied without proper notice.
- e. Booth arrangements may be restructured due to seasonal changes, events, or other circumstances.
- f. Booth breakdown is not permitted before the market ends.

B. Parking: A small number of vendors may be provided **one parking space** behind their booth for loading & unloading.

C. Electricity & Water: If your booth requires electricity and/or water, please notify market management asap; access to electricity and potable water is very limited so please only make this request if it is essential to your booth functioning.

D. Marketing: Preseason marketing across multiple platforms will inform customers about the market time and location. While the market is running, AEM will provide weekly highlights to vendor profiles and their products as well as upcoming events. You will be asked to submit a marketing questionnaire with a description of your business, products and high quality images in order to be featured. We will prioritize featuring vendors in our social media who are committed to full time attendance.

VENDOR will provide:

- A. Booth Gear & Supplies** - tables, canopies, signs, displays, proper currency/change, personal credit card reader for sales
- B. Canopy Weights** - All canopies **MUST** have 20lb weights on each corner of their canopies as a matter of safety. If the vendor's booth does not comply with these standards, the vendor will be asked to leave and forfeit their market fee.
- C. Booth Signage & Pricing**
 - a. **Business Sign:** Each vendor must post the name and location of the farm or business at their booth. Each vendor must also post the source of any products not produced or grown directly from their business location.
 - b. **Product Pricing:** All items for sale shall be posted clearly on a sign at each Vendor's assigned booth. No item shall be sold unless its price is clearly displayed.
- D. Trash Receptacle** - All Vendors must have a Market Manager-approved trash receptacle for customers and themselves.
- E. Trash Removal** - Vendors are responsible for removing all garbage and recycling produced by themselves and their booth. **DO NOT** use The Lindsay's dumpsters.
- F. Samples:** To ensure public health and safety all produce should be cleaned before sampling, and clean cutting surfaces and utensils should be maintained with sanitizer available for cleaning equipment. Samples of potentially hazardous foods must be discarded after two hours. Finally, all samples should be prepared and displayed in a manner that prevents cross-contamination from customers or the environment. A handwashing station must be present and actively used if required.
- G. Cancellation Notification** - If a Vendor is unable to attend any market day, they must notify the Market Manager by email, text, or call at least 24 hours prior to the start of Market (by 5pm on Tuesday). **If sufficient notice is not provided, Vendors must pay the entire booth fee prior to the next market.**

SNAP & DUFEB GUIDELINES

- A.** Not all vendors can accept AEM's wooden SNAP tokens; **No crafts or hot ready-to-eat items may be purchased with wooden SNAP tokens.**

Vendors cannot give change for wooden tokens. Any misuse of the wooden SNAP tokens compromises our eligibility to accept the SNAP/EBT cards. AEM values the opportunity to offer this service to its customers, and has been through a rigorous application process to be permitted to accept Oregon Trail. Please help us maintain our eligibility by following these guidelines.

SNAP wooden tokens can only buy food products, plants that produce foods, & cold prepared food.

- B. Not all vendors can accept Double Up FoodBucks (DUFb) green cards; No crafts, hot or cold ready-to-eat items, or processed food may be purchased with DUFb cards.**

Vendors cannot give change for DUFb cards. Double Up FoodBucks (DUFb) is a program that provides community members experiencing food insecurity more buying power and increased access to nutrient dense fresh produce allowing SNAP/EBT customers to double their funds in \$2 increments, up to \$20 per visit. DUFb is administered by the Farmers Market Fund.

DUFb can only buy fruits, vegetables, mushrooms, beans, herbs, & veggie starts.

AEM MARKET VENUE RULES

A. Schedule

- a. Set-Up: Vendors shall arrive **no earlier than 3:30 PM and no later than 4:30 PM** to set up booths and displays. All Vendors must be completely set up before AEM's start by 4:50 PM.
- b. There will be no cars allowed in vendor area between 4:45 PM and 8:00 PM due to pedestrian traffic.
- c. AEM begins promptly at 5:00 PM and ends at 8:00 PM. No sales shall take place before or after these hours.
- d. Vendors must agree to sell for the entire 3-hour market. In the event that a Vendor sells out its entire inventory before the end of the market day, the Vendor shall nonetheless remain at the market until the end of the market day to preserve the appearance and integrity of AEM. Vendors must vacate the selling area **no later than 9:00 PM** and all clean up must be completed prior to that time.

B. Behavior

- e. Vendors must be courteous and respectful to the public, The Lindsay staff, other vendors, volunteers, and the Market Manager.
- f. No Vendor shall engage in solicitation, collection drives, political or religious activities in the market. Exceptions of solicitations and collection drives are made to certain community nonprofit organizations at the sole discretion of the Market Manager. No loud hawking of items is allowed.

- g. Vendors must keep the vicinity in and around their selling area clean at all times and remove all refuse and unsold items at the end of each market day. Please leave The Lindsay's grounds better than you found it!

C. Policies

- h. **Animals** - No animals will be allowed at the AEM market. This includes pets inside vehicles. Please discuss service animals with us in advance. Emotional support animals not trained to perform a specific task are not service animals.
- i. **No Outside Alcohol:** No vendors, customers, or volunteers will be permitted to bring any outside alcohol onto The Lindsay's property. "Outside Alcohol" is defined as any alcoholic beverage that wasn't purchased at The Lindsay Lodge. The Lindsay could lose their license to sell alcohol from the OLCC if this rule is not followed, so please note this will be STRICTLY enforced. Any violation of this rule will result in immediate dismissal from AEM.
- j. **Smoking** is allowed only in the designated smoking area. Due to the seriousness of fire season, if any vendor is caught breaking this rule, they will be asked to leave and their market fee will not be refunded.
- k. **Market Cancellations** - AEM is a rain or shine event. However, our management reserves the right to close a market at any time if it is determined that weather conditions could compromise the safety of vendors and shoppers under the following conditions:
 - temperatures in excess of 103, AQI levels of 101 or higher, fire or snowfall concerns, high winds (may require canopies to be taken down early)

Vendors will not be penalized for last-minute cancellations due to weather.

The decision to cancel will be made by 12:00 PM on market day and vendors will be notified.

- l. **Inspections** - Upon request by an official agency, vendors must permit inspection of their farms or operations to verify compliance with these Market Rules, Regulations, & Guidelines.
- m. **Management** - The Market Manager will settle all disputes. Decisions by the Market Manager or Advisory Committee shall be final.

APPROVAL PROCESSES & SPECIAL SITUATIONS

- A.** The Market Manager will review your application and will make contact for further information. Applicants may be asked to email copies of documents for the manager to keep on file.
- B.** Applicants may be asked to pass a trial period of at least two markets (depending on time of year) before membership approval.
- C.** Applications may be approved or denied by the Market Manager and/or Market Advisory Committee. At any time, The Market Manager may ask vendors to modify their practices in order to meet the rules or quality standards of the market. Any vendors who do not modify practices in a satisfactory manner may have their approval removed.
- D.** A Vendor may submit a written waiver to sell additional products. Any decision to grant a waiver will be made by the Market Manager in its absolute discretion and apply only to the petitioning Vendor, and not to any other Vendor at AEM.
- E.** If changes or modifications to this agreement arise, they will be emailed or printed for vendors to review.

Vendor agrees that Vendor will indemnify and hold harmless the Applegate Evening Market, the Market Manager, all agents, and/or employees of AEM and The Lindsay Lodge & Restaurant from any and all claims and liabilities arising or allegedly arising from Vendor's negligent or intentional conduct. Vendor understands that this means that Vendor will be responsible for reimbursing the above organization and individuals for any judgment against them, any settlement made by them in good faith, and any attorney's fees incurred by them in defending or settling any claim against them, which arises or allegedly arises as the result of Vendor's negligent or intentional conduct.