



MADEIRA FARMERS MARKET VENDOR TERMS OF OPERATION AND SALES AGREEMENT

The Madeira Farmers Market strives to ensure the highest quality market possible for both vendors and customers. Please read the terms carefully before signing below. Keep a copy for your records, as this agreement is part of your space rental agreement. This agreement is binding for as long as you are a vendor at the Madeira Farmers Market unless otherwise amended, changed, or replaced by the Market Manager. Failure to observe this agreement and terms of operation may result in charges, suspension, or termination of your space rental agreement.

Terms of Operation and Sales Agreement

1. Only local farmers, growers, cottage producers, specialty food vendors, family members, partners, employees or members of cooperative farming groups may sell at the Madeira Farmers Market, LLC. No brokers, re-sellers, co-ops, or large commercial producers are permitted. No products obtained at any auctions are permitted.
2. Products sold must be grown or produced by the principal farmer/producer (hereinafter "producer"). Only those items listed on the producer's application may be sold. Producers must notify Madeira Farmers Market (hereinafter "Market") in writing of any proposed changes before bringing previously unlisted items to the Market.
3. Farmers may "carpool" their products only if their farm is identified at the market stand of the transporting grower. Producers may bring product from neighboring farms within a 10-mile radius of the producer's farm as long as the amount of product from a neighboring farm is limited to 25% of the producer's offerings on any market day, as measured by weight, volume, and revenue. (The 25% limit applies to all three measures of quantity.) The neighboring farm must be identified,

and previously authorized by the Market Manager, along with any expected exception to this percentage.

4. In addition to agricultural, horticultural, and food items, agricultural based products may be considered.
5. The Market reserves the right to visit any farm or establishment, with advance notice if possible, as necessary throughout the season. Visits will be made only with a farm representative present unless otherwise permitted.
6. Produce offered for sale must be grown, harvested and cared for post-harvest to assure customers receive fresh, high-quality fruits and vegetables. Any produce which is of lesser quality, typically intended only for processing (e.g. for sauces) must be labeled as such. Poor quality produce may be removed by the Market Manager.
7. For your protection, all produce or products labeled organic must be third party certified according to USDA standards by a recognized organic certifying agency. Certification letters must be available for inspection at your stand. Verbal or written declarations of organic status that are not documented as required will result in suspension or termination from the Market.
8. Value-added edible items (e.g. jams, sauces, baked-goods) must be produced from scratch ingredients by producers on their farms or in a licensed facility according to local, state and federal regulations.
9. All packaged items (wrapped, bottled, or canned) must be labeled with the producer's name, address, complete list of ingredients, and net weight.
10. Products not specifically listed in these rules must be approved by the Market management
11. The Market Manager and her/his designees are responsible each Market day for space assignment, public safety, and the interpretation and enforcement of the Market's rules.
12. You must pay in advance for the Market space. Your reservation is not effective until payment is received. You must pay by check, money order or cash, payable to: Madeira Farmers Market. Returned checks may result in additional charges and/or the reduction, suspension, or revocation of your Market space.
13. All vendors must be present 30 minutes prior to opening and must be set up and ready to sell when the Market opens. Assigned spaces will not be held after the 30 minute prior to opening time limit.

14. No selling will occur prior to Market opening, however ordering in advance of the market is permitted and product can be set aside to be purchased after Market opens. Current market vendors can buy from each other prior to 3PM. If you are not signed up to be at market that day, you are considered a customer and must purchase after the bell rings. Restaurant and Wholesale purchase ordered and paid ahead of time may be picked up as long as no money is exchanged at market. We ask as a courtesy to the market and our customers that pickups occur by 3PM. If money needs to be exchanged items may be set aside and the buyer must purchase after the bell rings at 3:30PM.
15. The Market closes when the bell rings. Vendors may begin to break down their booths after the bell rings. Sales may continue up to 15 minutes after closing. Vendors must be out of the road within half an hour of market closing.
16. Once your vehicle is parked in place, the motor must be turned off and kept off. Use a quiet generator if refrigeration is necessary. A limited number of power outlets are available, but extension cords must be provided by the producers, and cord covers may be required if they extend into Market walkways.
17. Prior to commencing sales, market prices for all items must be visibly posted. A sign identifying the name and location of the farm must be properly displayed. Each producer must have available his/her growing methods, as may be requested by patrons, and the space rental agreement for the Market Manager.
18. There is to be no reduction in prices over the course of the market day.
19. No more than two (2) distinct vendors may share a booth and both must apply separately for admission to the market.
20. Operate your space in a safe and sanitary manner and arrange your table to create an attractive display. Keep sales area clear of debris and keep edible products off the ground. Clean your sales area and take home all refuse at the end of your sales day. If you are selling readily consumable items, you must provide an approved waste receptacle for used wrappers, napkins, etc. Failure to clean your site will result in a \$25 fine. Repeat offenses or failure to pay the fine may result in expulsion from the Market.
21. Vendors must keep walkway areas clear at all times. This includes keeping sandwich board signs and any other items out of the way (beside or behind your booth.)

22. Use of tape, adhesive, items which puncture or any other material/items on the interior or exterior walls, doors, carpets, floors or other surfaces is not permitted within the Madeira Silverwood Presbyterian Church property.
23. Scales must be inspected and sealed by the Ohio Department of Consumer Affairs and approved by the Hamilton County Office of Weights and Measures. Unsealed or unregistered scales may be subject to confiscation by the County inspector.
24. If you cannot attend the Market according to your rental agreement, notice must be given 24 hours in advance to the Market Manager who may find a vendor with a substitute product for that particular day.
25. In the case of inclement weather, the MFM Manager will make a decision regarding whether or not to have the MFM and will notify vendors.
26. Space assignments and rental agreements for the Madeira Farmers Market are not transferable. Space assignments are subject to change at the discretion of the Market Manager or his/her designees.
27. Canopies must be weighted on all four corners at all times for the protection of the customers and the vendors.
28. Vendors and their employees are prohibited from the use and/or sale of alcohol, tobacco and firearms on the Market property.
29. Vendors and their employees are asked to participate in set up and breakdown of the market on a rotational basis throughout the market year.
30. Vendors are required to anonymously report daily income by turning in an income slip at the end of each market day.
31. The MFM is intended to provide a positive contribution to the community. Vendors are expected to exhibit a courteous, positive, honest, and helpful attitude toward fellow vendors, customers, the MFM management and the staff of the MSPC. Disagreements with other growers, managers, and customers must be handled in a respectful manner. All concerns regarding disagreements must be submitted in writing. Failure to adhere to these principles may result in suspension or termination of the vendor's privilege to sell at the MFM.
32. You are individually responsible for conforming to all city, state, and federal laws including the securing of any licenses required in connection with the operation of

your Market space. Vendors selling non-consumable items are subject to sales tax. Products in violation of Madeira Farmers Market rules, or city, state or federal law, may be removed by the Market Manager.

33. Vendor Producers are required to maintain product liability insurance listing the Madeira Farmers Market as Additional Insured. Vendor Producers will indemnify and hold harmless Madeira Farmers Market, LLC, and its members and managers for, and will pay to Madeira Farmers Market, LLC the amount of, any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees), arising, directly or indirectly, from or in connection with Seller's display and sale of produce and other merchandise at the location in Madeira, Cincinnati, Ohio as arranged by Madeira Farmers Market, LLC.
34. Amendments to the Sales Agreement and Terms of Operation can be made by the market managers at their discretion and as needed. Failure to abide by the above terms may result in expulsion from the Market, with no refund of space rental payments.

Madeira Farmers Market EMERGENCY PROCEDURES

The following are emergency procedures developed for the Madeira Farmers Market. They include, but are not limited to, heat and wind advisory, tornado/severe weather threat, lightening, medical emergency, fire, and theft.

Wind Advisory

If, on the day of a market, the National Weather Service issues a wind advisory, **it will be the responsibility of the vendor** to determine whether or not to erect their canopy.

It is the policy of the Madeira Farmers Market that all tents must be weighted down on all four corners. Vendors may not attach their tents to one another in lieu of weights. In the event that a vendor erects a tent without weights, they may be required to remove the tent and sell product without one.

Tornado/Severe Weather Threat

In the event the National Weather Service issues a tornado or severe weather warning, the market will not open or, in the event that the market is open, it will close. For a tornado or thunderstorm watch vendors will be notified of the condition and a market volunteer will be assigned to monitor for potential change in conditions.

If emergency cover is needed, all will go to the CVS or other businesses located along the North side of Dawson Road.

Lightning Threat

Upon discovery of an impending storm, tents will be collapsed if time permits and all persons will be directed to their vehicles or the CVS or other businesses along the north side of Dawson road until such threat has passed.

Missing Person

Should report of a missing person occur, the market manager/ volunteers upon receipt of a description shall canvass the market area. Emergency personnel will be notified immediately by calling 911. One volunteer will circle the market informing vendors. One volunteer will meet the emergency vehicle.

Medical Emergency

In the event of a medical emergency such as a heart attack, stroke, allergic reaction to bee sting, heat exhaustion, food allergy, etc. call 911; the area surrounding the emergency will be cleared by market volunteers; volunteers will assist to direct emergency personnel to problem area. If possible, an incident report, (available at the market info booth), should be filled out.

Fire

Vendors who use heat producing equipment, Wood fired, propane or charcoal grills, electric warming units or fuel powered equipment should have a fire extinguisher. Although rare, should a fire occur, call 911. There is a fire extinguisher at the market info booth.

Theft

In the event of reported theft whether it be reported by a vendor or customer, call 911 immediately. If a suspect is identified, under no circumstances should a vendor, nor volunteer approach the individual, but attempt to get a good description.

I understand and agree to abide by the rules set in this addendum.

Name/ Business Name_____ Date_____

Signature_____

It is advised that you keep a copy of this addendum with your belongings while at the MFM.