



James Baldwin Outdoor Learning Center (“JBOLC”) Garden Community Farmers Market

***** 2021 Vendor Application and Agreement *****

Business Name _____

(Referred to herein as “Vendor(s)”, “You”, “Your”)

Primary Contact Name _____

Primary Contact Phone _____

Business Email _____

Website (and other social media/marketing) _____

Address _____

City/Town _____ **State** _____ **Zip Code** _____

Salesperson’s Name _____ **Salesperson’s Cell** _____

Proposed items for sale (Use separate sheet if necessary. If possible, attach photos of items)

If you plan to serve/carry any food items including beverages and ingested medicinals, please provide the following information. Or, if you have a Home Processor Registration form, please attach it.

- Permit Issued By: _____
- Permit #: _____
- Issue & Expiration Dates: _____

If you are a farmer, please provide FMNP Stamp#: _____

If you are a non-profit, please provide EIN#: _____

JBOLC is devoted to food, environmental, and social justice. We stand for trust based mutually-beneficial relationships to connect farmers and vendors with our neighbors in the Bronx to build a healthier holistic community.

We truly appreciate your cooperation in our [Zero Waste Market Initiative](#) by using compostable, recyclable or reusable materials in packaging, serving, bagging, signage, etc. whenever possible. We want you to eliminate the use of single use plastic, especially plastic bags, cups and utensils and be compliant with NYC Bag Waste Reduction Law that went into effect October 2020.

Also, please endeavor not to distribute glass containers because, as you might have noticed, our children want to go bare feet in the gardens!

And please do not park vehicles on non paved surfaces.

JBOLC Garden Community Farmers Market Rules, Policies and Procedures

JBOLC Garden Community Farmers Market (referred to herein as “Market”) will be open Saturdays from May 15 to November 20 from 10am-3pm.

Vendors are herein defined as those who enter this contract for the purpose of selling items at JBOLC Garden Community Farmers Market. Market Manager is herein defined as the role given to the person who runs the market on-site. JBOLC Executive Board Members are herein defined as the organizational leaders responsible for establishing this market. Vendor and persons representing the Vendor shall be identified to the Market Manager upon the first meeting of the parties.

Market Fees: Market fees will be collected by a JBOLC Executive Board Member, preferably **by check**, after the start of each market. Please note that this is a departure from last season’s practice of collecting at or near the end of the market. A stall fee for a farmer is \$65 up to 10’ x 10’ and \$100 up to 20’ x 20’, a vendor \$45.00, non-profit organization suggested donation \$30, business promotion \$45, and a community table (up to 4’ x 4’) \$20.00 per week.

All Vendors must agree to observe the following rules during Coronavirus:

- 1. Vendor tables must remain at least ten feet apart to maintain social distancing.**
- 2. You must have the products you are selling protected behind a counter so that customers cannot touch produce before buying and provide signage to help enforce that.**
- 3. Only Vendors and their representatives will handle food.**
- 4. All Vendors and their staff must wear a mask and gloves at all times.**
- 5. JBOLC will monitor and control the number of people allowed in the market at any one time, no more than approximately 25 customers will be allowed in the market area at one time (final number will be determined by number of vendors in operation at the time).**
- 6. Vendors will be subject to a brief health screening that includes a few questions about how they are feeling as well as having their temperatures taken. Any Vendor who does not comply with the health screening, is not feeling well, or displays any symptoms of COVID-19 will not be permitted at the Market.**
- 7. All vendors must sanitize before the market and appropriately throughout the market hours.**
- 8. Vendors shall conduct themselves in a courteous and professional manner with other Vendors, Market personnel and Market patrons. Failure to do so is cause for immediate termination.**

Please refer to Interim Guidance for the Operation of Farmers Markets at <https://www.ny.gov/>

Farming Practices

All Farmers must share information about their farming practices including organic, non-organic, hydroponic, indoor, and any other practices. **Please submit the most recent description of your farm and practices or brochure describing your practices and products to accompany this application.**

Kosher Certification

- Are any of the proposed items certified Kosher? () Yes () No () Not Applicable
- If yes, please provide a copy of the certification along with your application.
- Kosher Certification must be prominently displayed along with the vendor signage.

Vendor Products

- **Allergens:** All Vendors whose products contain or may have come in contact with any allergens (eggs, milk, fish, shellfish, soybeans, peanuts, tree nuts, wheat) must be clearly identified in the product ingredient statement.
- **Product Approval:** All items for sale must be approved by the Market Manager prior to Vendor's use of a space at the Market. Vendor is given a non-exclusive right to sell such items and in no way does the Market Manager's approval constitute granting of an exclusive right to sell such items.
- **Permitted Products:** Product categories permitted to be sold at the Market are limited to plants and other garden related items, farm dairy and meat and poultry products, baked goods, produce, dry goods, seasonal items, art, jewelry, food concessions and handmade items. The Market encourages participation by local growers, community gardeners, artists, etc.
- **Prohibited Products:** The sale of imported products, wine, alcohol or beverages containing alcohol is not permitted. ● **New Products:** Vendors are not permitted to sell new items, other than those products approved for sale and listed on page 1 of this Agreement, without prior approval from the Market Manager. For example, a produce vendor approved to sell produce under this Agreement would not be permitted to sell a meat or dairy product without prior approval from the Market Manager as those products would not fall under the produce category.

Promotion

- **Photographs and Videos:** By Vendor's participation in the Market, Vendor authorizes the JBOLC, including its employees, members, agents, affiliates, volunteers and/or independent contractors (collectively, "Representatives"), to photograph, video, film, and/or interview Vendor and to use Vendor Statements, image, voice, likeness and/or story, in any format, including photos, film, video, audio, print or electronic (together, the "Materials"), and grant to the JBOLC and its Representatives the unrestricted, perpetual, and worldwide right and license to use the Materials as they determine in their sole discretion. Vendor agrees that the JBOLC and its Representatives may make the Materials available in any of its internal or promotional materials, including in or on brochures, advertisements, newspapers, websites, social media, videos, publications or any other media. Vendor understands that it is not entitled to inspect or approve the use of the Materials, or receive notice of their use or publication. Vendor understands that it will not receive any compensation for the use of the Materials by JBOLC or its Representatives.
- Vendor grants to the JBOLC and its Representatives all copyrights and any other rights it may have in the Materials.
- Vendor waives and releases the JBOLC and its Representatives from any and all claims arising or resulting from or in connection with the Materials, including any claims relating to copyright, rights of publicity or privacy, false light, or moral rights that vendor may have in the Materials or the use and ownership of the Materials by JBOLC and its Representatives under this Agreement.

Market Procedure

- **Pre-Market Set Up:** Vendors will have from 8:30 AM until 9:45 AM on your scheduled Market dates to load in and set up. No Vendor may enter the Market area with a vehicle past 9:30 AM.
- **Market Hours:** The Market will be open to the public from 10:00 AM to 3:00 PM each Saturday from May 15th, 2021 to November 20, 2021. The JBOLC maintains the right to close the Market any Saturday for any reason. If the JBOLC closes the market, Vendors will not be charged for that Saturday at the Market. All vendors must be completely set up to sell by 10:00 a.m. and remain open with complete setup until 3:00 p.m. All vendors must break down their space after 3:00 pm and complete break down by 4:00 pm.
- **Vendor Positioning:** The Market Manager determines where each Vendor is placed within the Market and may limit the number of spaces to be used by any one Vendor. No Vendor space is permanent and any Vendor may be moved at any time by Market Manger.
- **Supplies:** Vendors should provide all set up supplies and materials.
- **Signage:** Vendors must properly display a sign with Vendor's DBA name. Vendors are required to display prices of all products at all times. Market Manager has the right to ask Vendor to change signage at any time to meet these requirements.
- **Appearance & waste:** Vendors shall maintain their spaces in an organized and pleasing manner. Please use tablecloths to beautify our market. All trash resulting from sales is the responsibility of the vendor. Please note - we are aspiring to become a Zero-waste market - see description above under Zero Waste Market Initiative.
- **Market Manager:** The Market Manager is responsible for the day-to-day operations of the Market and shall be the Vendor's point of contact for questions and issues that arise during the Market. The Market Manager may move tents if necessary, approve the items for sale, and request in-kind services or other promotions.

Money, State Benefits and Tax

- **Money:** Vendor is responsible for all monies collected from the sale of Vendor's goods. The Market Manager and JBOLC are in no way responsible for any lost or stolen monies or items.
- **State Benefits:** EBT cards, SNAP tokens and FMNP vouchers are encouraged to be taken as a form of payment by the Market.
- **Sales Tax:** Sales tax, when required by the State of New York, is the responsibility of the Vendor.

Changes in Policies

- **Amendments:** Vendor acknowledges that such Policies and Procedures may be amended from time to time and agrees to abide by the terms of any such amendments if Vendor continues to vend at the Market following adoption of such amended Policies and Procedures.
- **Violations:** Vendor acknowledges that violation of such amended Policies and Procedures may result in loss of Market rental privileges.

Termination of Vendor Agreement

- **Termination:** Violation of any general public safety rules or Market policy listed in this Agreement by Vendor or Vendor's staff or exhibition of improper behavior by Vendor or Vendor's staff may also result in termination of space rental.
- Vendors shall be given a verbal warning from the Market Manager of any such violation. Additional warnings will be written. Two written warnings are cause for immediate termination. Market Manager can terminate at any time if any act of Vendor is egregious enough as determined by the Market Manager. Vendor will be responsible for any outstanding payments.

Licenses and Health Code

- **Licenses and Permits:** It is the responsibility of the Vendor to have all necessary licenses and permits to operate their business and to follow all health codes when handling food items.

Vendors that serve any food products/food samples that are not prepackaged must comply with state laws and regulations related to food service. All vendor information will be collected and submitted to the NYC Mayor's Office of Citywide Event Coordination and Management.

Liability and Copyright

- **Awareness and Assumption of Risk:** Vendor understands and agrees that its participation in the Market has inherent risks that may arise from activities at the Market itself, Vendor's own actions, inaction or negligence, or the actions, inaction or negligence of others, including the JBOLC and its Representatives, the Market Manager, and the JBOLC Executive Board (collectively, the "Released Parties"), and others present at the JBOLC Market, including other Vendors. For the sake of clarity, these risks may arise from: risks inherent in the Market, including injuries incurred during Market Hours, set-up, and break down. They may also include acts of god, acts of nature, and acts of terrorism. Vendor assumes full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from Vendor's presence at the JBOLC Market, regardless of the cause.
- **Hold Harmless:** Vendor shall defend, indemnify and hold the Released Parties harmless from and against all liability, claims, demands, loss, damages, expenses, fees, fines, penalties, legal proceedings, actions and any associated costs of actions, including attorney's fees of any kind or nature arising out of or in any way connected with the Agreement, Vendor's use of the space(s), Vendor's sale of goods, including any issues arising out of the quality of the goods, conduct by the Vendor, its agents, employees, customers, patrons or invitees or any act or omission of Vendor, its agents, servants, employees, customers, patrons or invitees.
- Vendor agrees to waive and release the Released Parties from any and all liability, claims, demands, loss, damages, expenses, fees, fines, penalties, legal proceedings, actions and any associated costs of actions, including attorney's fees of any kind which Vendor may have or which Vendor may later accrue, resulting or arising directly or indirectly from Vendor's presence at or participation in the Market. This release and waiver includes, in each such case, all claims in respect of the risks noted above, known and unknown, whether caused by the negligence of the Released Parties, or otherwise. Vendor agrees not to sue any of the Released Parties on the basis of these waived and released claims.
- **Copyright:** Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Market, and Vendor agrees to indemnify and hold harmless the JBOLC and Market Manager from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Vendor in connection with the Agreement and will defend the JBOLC from any such suit or action, regardless of whether it be groundless or fraudulent.

Your signature below indicates you have read, understood and agree to abide by the JBOLC Garden Community Farmers Market Rules, Policies and Procedures as stated above in this Agreement. If accepted, you will receive confirmation from the Market Manager or JBOLC Executive Board Member by email. Once confirmed, these terms will be legally binding.

Vendor Signature _____

Print Name _____ **Date** _____