

## **Magnolia Community Farmers Market Vendor Application & Guidelines**

### Vendor Location & Hours

1. Magnolia Community Farmers Market will be held every Sunday morning beginning May 31, 2020 and running through October 4, 2020. Hours of operation will be from 10:00AM to 1:00PM.
2. The Market will be closed July 5 and September 5 in observance of the holiday weekends.
3. The Market will be hosted on Lexington Avenue in Magnolia (Gloucester), MA. Barricades to close the road will be placed at the intersection of Norman Ave and Lexington Ave and at the intersection of Flume Rd and Lexington Ave, per the City of Gloucester.
4. The space provided for vendors will run from the 3 Lexington Ave to the Flume Road intersection, in 10X10 ft allotments.
5. Vendor parking will be provided. We will provide details once you are accepted into the market.

### Vendor Attendance & Payment

The Vendor fee is non-negotiable. Payments for missed attendance are non-refundable, unless otherwise determined by the market committee.

1. Vendors who choose to pay the seasonal rate of \$400 must pay in full prior to the first market date of May 31, 2020 (submitted with application).
2. Vendors who choose to pay for market space weekly must inform the committee of their planned attendance seven (7) days prior to the market. Payment for vendor space is required to confirm. Weekly participation fee is \$25 per week.
3. Payments may be made in cash or by check made out to the *Magnolia Community Farmers Market*, or vendors may opt to be invoiced via our PayPal server, with an additional \$2 processing fee.
4. Any confirmed vendor who misses two (2) markets without giving the market committee a 24 hour notice will not be allowed to participate in future markets; if a seasonal vendor, membership dues will not be refunded under these terms.
5. The Vendor fee guarantees each vendor a 10x10 reserved space. Vendors wishing to seek a double space must pay a double fee.

### Vendor Permitting & Ordinance Requirements

Health/Food Permits: Vendors of any prepared or ready-to-eat foods must provide a copy of the following with this application:

- Board of Health Permit from their hometown
- Proof of liability insurance
- Gloucester Mobile Food Unit Permit

Call the Gloucester Health Department for permits and ServSafe instructions at 978-281-9771. Additionally, if you will be cooking at the market, you must apply for a Fire Permit through the Gloucester Fire Department. 978-281-9760.

2. All non-food vendors must obtain a \$25.00 Transient Vendor Permit from the Gloucester City Clerk's office. Go to **[magnoliacommunityfarmersmarket.com/become-a-vendor](http://magnoliacommunityfarmersmarket.com/become-a-vendor)** and download the Transient Vendor Permit form. Please follow the directions and complete the form. Return it, along with a check in the amount of \$25 made out to City of Gloucester, to: Magnolia Community Farmers Market, P.O. Box

5554, Gloucester, MA 01930. Once received, a market director will submit your application and payment to the City of Gloucester's Clerk's Office.

3. Per Gloucester city ordinance vendors may not use single use plastic bags, unless the bag complies with the requirements of being either a recyclable paper bag, a compostable and marine-degradable plastic bag, or a reusable check-out bag.

#### General Vendor Guidelines

1. For the safety of our customers, there will be no vehicular traffic inside the market from 9:45am - 1pm. Vendors may arrive no earlier than 9:00AM and should be set up and ready to greet customers for the market opening at 10AM. Vendors who arrive LATER than 9:45 will be directed to set up at the end of Lexington Ave., as no cars will be permitted to drive through Lexington once other vendors have completed their set up.
2. All vendors, entertainers, volunteers, or prospective committee members agree that they could, at any time, be subject to a background check, at the discretion of the committee, and that if the committee decides any findings are contradictory or conflicting to the environment of the market, that individual could be subject to immediate dismissal from participation.
3. The Market will be held "rain or shine" unless the weather is dangerous or extreme. The Market Committee will notify all vendors via email of a cancellation due to extreme weather.
4. Any vendor who needs electricity must inform market directors of their intended use, and must receive permission from the market to utilize said electricity. Vendors must supply their own extension cords and mats/tape to secure any portion of the cord that lies in the walking area used by market customers.
5. Vendors who require electricity to comply with health department requirements will have priority over electrical uses not required to ensure product safety.
6. All vendors and/or entertainers *must* provide their own tables, 10x10 tents, and any other equipment/supplies needed for individual booths.
7. MCFM seeks to provide consumers with locally produced, hand-crafted products, crafts and wares. For all non-food/craft vendors, products that are manufactured, commercially produced, assembled from commercially available parts, plans, kits or cast from commercial molds **will not be accepted** into the market. The market will host local photography, organically sourced wares, and original artwork only. Vendors are REQUIRED to fill out page 2 of the vendor application and the committee will determine the overall acceptance of a vendor based on the content of that list.
8. Non-vendors who come to the market to educate or to entertain must apply to attend the MCFM as an educational organization or as a performer, specifically but not limited to: local history, fine arts, musicians, gardening, sustainable living, and conservation of natural resources and recycling.
9. MCFM will not accept any political activity. Specifically, booth space for the purpose of elections, gathering signatures, distributing political agendas, or campaigning to consumers of any kind will not be allowed into the Market.
10. Bathrooms will be available at the Magnolia Library and Community Center.
11. All vendors are required to provide their own trash/recycling receptacle and honor the City of Gloucester's "carry-in, carry-out" policy.
12. The Market Committee reserves the right to deny/cancel any vendor application due to the lack of compliance to any of the aforementioned rules and regulations set forth by the MCFM.
13. The MCFM Planning Committee reserves the right to approve or deny participation in the market based on the content of a vendor's sales collection listed on page 2 of the application page.

### General Policy

The Magnolia Community Farmers' Market (MCFM) reserves the right to refuse application to, or to revoke application of any vendor or non-vendor for any reason, if it is believed to be in conflict with acceptable selling practices or the welfare of the market.

All authorized vendors participating in the MCFM agree that they are independent operators and not partners or participants in a joint venture, and shall be individually liable for any loss, personal injury, deaths, and/or any other damages that may occur as a result of the vendor's negligence or that of its employees, agents, and associates. All vendors agree to indemnify and save the MCFM and its volunteers, Support Committee, and the residents of Lexington Ave harmless from any loss, costs, damages, and other expenses, including attorney's fees suffered or incurred by MCFM by reason of vendor's negligence or intentional misconduct or that of its employees, agents, and associates.

Vendor agrees to save, hold harmless, and indemnify the MCFM, its agents, members, and volunteers from and against any and all liabilities, claims, demands, expenses, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising out of or in any way connected with the vendor's use of occupancy of the premises, or any of the vendor's activities in the market, or those of vendor's agents, contractors, employees, customers, and invitees while in or on the premises and/or the market.

Vendor agrees that no individual member, volunteer, or agent of the MCFM shall have any personal liability with respect to any of the provisions of this Agreement. Under no circumstances shall vendor have a claim or cause of action against any individual member, agent, or volunteer of MCFM with respect to any breach of this Agreement by MCFM, or for any injury or damage sustained by vendor, its employees, contractors, agents, customers, or invitees arising out of or in connection with vendor occupying and/or operating retail business on the premises or in the market. This provision shall inure to the benefit of the MCFM, its successors and assigns, and their respective principals.

Please review the **Magnolia Community Farmers Market Guidelines and Policies** carefully. If you have any questions, please contact a market director. Return this signed page with pages 1 and 2 of the Vendor Application. Retain the **Magnolia Community Farmers Market Guidelines and Policies** for your reference.

I, \_\_\_\_\_, owner of

\_\_\_\_\_ have received, read and understand the **Magnolia Community Farmers Market Guidelines and Policies** and have also shared them with any employee or volunteer representing my business in the event of my absence. I agree to abide by these policies, understanding that failure to do so will result in the discontinuation of participation in the Magnolia Community Farmers Market.

\_\_\_\_\_  
Signature(s) of all owner(s) of Farm/Business

\_\_\_\_\_  
Date

Additionally, Signee must be authorized by any partnership or corporation to execute this agreement

Please print below the name(s) of all owner(s) or representatives of farm/business who may be in attendance at the market, should the above-signing representative choose to send an alternate.

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