

## **Downtown Farmers Market of Fort Pierce Inc.**

### **Market Mission**

The Downtown Farmers' Market of Ft. Pierce, Inc. is intended to provide healthy, fresh foods and horticultural products to St. Lucie County and the surrounding areas, and to encourage commerce, entertainment and trade in Downtown Fort Pierce.

### **Market Goal**

The Downtown Farmers' Market of Fort Pierce, Inc. provides a venue for the sale of produce or products to residents of, and visitors to, St. Lucie County and surrounding counties. The ideal Market vendor will have grown the product he or she sells; or will have produced the item out of locally grown products. Another Market vendor could be someone who provides enhancement to the Market experience, for example, vendors who sell beverage and food products for consumption at the Market for the on-site enjoyment of the patrons. The Market seeks to have a mixture of produce, seafood, sauces, plants, food, beverage and product vendors that maintains the unique character of a Farmers' Market.

The Market is a 501 C 3 organization whose tax-exempt status is directly related to its encouragement of commerce, entertainment and trade in Downtown Fort Pierce. The Market strives to display the city's history, uniqueness, charm, and potential, in order to enhance St. Lucie County.

## **MARKET RULES**

### **1. Vendor Equipment and Supplies**

Each vendor is responsible for bringing, providing and removing any and all equipment and supplies he or she requires for doing business on the Market site. This includes signs, tables, chairs, electrical equipment as needed and products and equipment utilized for clean-up purpose.

Vendors are strongly encouraged to use biodegradable and recyclable products, such as cups, plates, etc.

### **2. Signs**

All signs must remain within the allotted vendor's exhibit space and must not block traffic or pedestrian ingress or egress, or interfere with other vendors' displays or views.

### **3. Exhibit Space**

Exhibit stall/space is generally defined as 10' x 10' with a 3 foot extension allowed along one side of the exhibit space

Market management has full authority to assign exhibit space. Requests for particular sites will be given consideration but management reserves the right to assign and locate all vendors.

Assigned exhibit space must be occupied by 7:30 **AM**. Exhibit space not occupied by **7:30 AM** may be reassigned to another vendor.

If additional space is available and if conditions allow, exhibit space for permitted items may be rented on market day-

Sharing of stall space is not permitted.

#### **4. Hours of Operation**

The Downtown Farmers' Market shall operate every Saturday from 8 AM to Noon, year round.

All vendors must remain at the Market site until the Noon closing.

#### **5. Set-Up, Clean-Up and Break-Down**

Set-up starts at **6 AM** and completed by **8 AM**.

Cords: Electric or other cords running anywhere a patron walks must have rubber sleeves and must be taped. This is the responsibility of the vendor who is using the cords.

Vendors cooking or serving food products on site **MUST** work over tarps to protect the pavers from grease and food staining. Vendors may be assessed for paver cleaning.

Vendors are responsible for removing all garbage from their stall space area. Stall spaces are to be left in the same condition as when rented.

Break-down starts at Noon and must be completed and the Market vacated by 2:00 PM.

#### **6. Vehicles and Product Display**

Parking of vendor vehicles adjacent to the Market is prohibited except during set-up and break-down of displays. For the hours that the market is open, vendors must not park in the area bordered by Avenue A (North); Orange Avenue (South), Melody Lane (East) and Indian River Drive (West).

The use of canopies, awnings and sun-umbrellas is permitted, but all, including tents, must be firmly secured by the vendor for wind protection. Use of city property, such as light poles, sculptures, etc. to secure the canopies is prohibited.

#### **7. Permitted Market Items**

The Downtown Farmers' Market of Fort Pierce Board reserves the right to limit products and numbers of vendors for the benefit of the Farmers' market as a whole.

Vendor applications must list completely all products to be sold. Only those **approved** products listed on the application will be allowed for sale. Any questionable products will be subject to approval. Any vendor selling any item (s) not listed on the most recent application and not approved by the Market Manager and the Board, must stop selling those item (s) immediately, in order to participate in the Market. If a vendor would like

to add a product (s), that vendor must submit a new application to the Market Manager for review and approval PRIOR TO SELLING.

Products that are locally grown (or produced from locally grown products) and beverage and food products for consumption at the Market are preferred. All products sold by a vendor should be listed on the vendor's application and should add value to the primary product sold by that vendor.

Any doubts as to suitability of an item will be resolved by the Market Board.

Displays of public interest, such as nutritional, health or consumer information, may be displayed with the permission of the Market Board.

All products must be sold, displayed and stored consistent with sanitary practices. All vendors must utilize tables, shelves, cases and other structures for these purposes.

The sale or consumption of alcoholic beverages on the market site is prohibited.

### **8. Laws/Regulations and Liability**

Vendors are responsible for collecting and remitting their own sales tax.

Vendors must abide by all Federal, State, County and City laws, regulations and ordinances, and are responsible for all permits / licenses required by the United States of America, the State of Florida, St. Lucie County, and/ or the City of Fort Pierce. Vendors must provide the Farmers' Market Board evidence of compliance if requested.

Vendors are required to obtain individual liability insurance for products sold and any claim that occurs at the Farmers' Market.

By signing the application, the vendor agrees to waive any and all liability of the Downtown Farmers' Market of Ft. Pierce, Inc. for claims, actions or damages.

### **9. Fees**

Vendor Fee Waivers: Vendor fees may be waived for any charitable and/or educational programs providing information, no more than four times a year; such organizations selling a product would be allowed two times yearly. Charitable and/or educational organizations that desire vendor spots and are selling products could be allowed more than twice yearly, if they can provide a value-added program, entertainment or other aspects that enhance the market's mission and attract patrons to the market. Master Gardeners and Heathcote are organizations with missions closely matching the mission of the Farmers' Market. Fees are waived for these organizations.

Stall space fees are determined each market year and are payable to the Downtown Farmers' Market of Fort Pierce, Inc. Fees will be \$25 for stalls without electricity and \$30 for stalls with electricity. State sales tax for the stall rental is included in the \$25/30 rental fee

Payment on an annual (12 month) fee basis must be made prior to the first Saturday of

October and will be discounted 10%. Annual fees will be pro-rated for vendors who seek to rent exhibit space after the market year has commenced.

No reimbursement will be made for fees paid if a vendor decides to no longer participate in the market. Reimbursement in case of illness or death shall be considered by the Market Board.

### **10. Enforcement of Rules**

The Market Manager is responsible for enforcing the market rules. Possible violations will be discussed and resolution attempted. Vendors selling prohibited items will be asked to remove those items from sale or leave the market. Unresolved problems will be referred to the Market Board. Continued violations will result in vendors being banned from the market with no reimbursement of fees paid.

Any vendor who challenges another vendor's product(s) legitimacy or conduct must file a written complaint with the Market Manager, giving the name of the vendor and the product or situation he/she feels may not be in compliance with market policies. The complainant must date and sign his/her name to the complaint and the Market Manager will attempt resolution. If resolution is not possible, the complaint will be referred to the Market Board.

All rules may be revised by the decision of the Market Board.

Downtown Farmers Market of Ft. Pierce, Inc.

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September 2009