

2015 Farmers Market Vendor Agreement

There have been some changes on the tax requirements for Vendors at organized Markets. Please contact the Department of Finance & Administration at 501-682-1895 if you have any questions.

Explanation of Terms

Market Committee: The Mansfield Huntington Chamber of Commerce in association with the City of Mansfield will make the operating decisions for the market.

Market Master: The officers of the Mansfield Huntington Chamber of Commerce.

Farmers Market Grower Agreement

| This Agreement made on the | day of | , 2015 between the Mansfie | eld |
|---------------------------------------|----------------|----------------------------|----------|
| Farmers Market Committee (hereinafter | referred to as | s the Committee) and | |
| | of | | |
| | | , (hereinafter referi | ed to as |
| Grower). | | | |
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Whereas, the Grower wishes to participate in the Mansfield Farmers Market, the Grower agrees to follow the rules and procedures of the market. Unless changes are requested by the representatives of the Market Committee and agreed to in writing by the Market Committee of the City of Mansfield, the following are the operating rules with reference to the Mansfield Farmers Market.

- A. <u>Hours of operation</u>: Saturdays 7 a.m. to 12 noon;
- B. <u>Items permitted for sale</u>. The listed items may be sold at the farmers market provided that the items must be grown by the Grower or have value added by active labor or operations by the vendor within a 100 mile radius of Sebastian county:

- 1. Fruits, vegetables, field crops;
- Plants, Flowers (fresh and dried), Trees
 and garden related items;
- 3. Honey, eggs, goat milk, nuts, baked goods, homemade soap, salsa, jams, jellies, etc. (All baked goods must be prepared in an approved kitchen by the local health department at 479-452-8600.)
- 4. Crafts in good taste and approved by the Market Committee will be permitted.
- C. All vendors are required to comply with regulations of the
 Arkansas Department of Agriculture and the Arkansas Department
 of Health, Food and Sanitation. If the selling of any product
 requires a license, the vendor is responsible to have all forms
 and permits and the vendor must display the license prominently
 at the point of sale. The Chamber of Commerce or the City of
 Mansfield will NOT be responsible for your particular
 permits, other than the registration at the market.
- D. Specific spots for parking and setting up stands will not be reserved after 7 a.m. each day of the market. The Market Master prior to 7 a.m. may reserve spots each day the market is open if requested by the participant, their fees are paid and they arrive and are in place prior to 7 a.m. The Market Master has the authority to adjust spots from one market session to another to

- accommodate vendors, available space and market efficiency. If the vendor is not in place by 7am that space may be reassigned. All restaurant type vendors will be placed together at a specific location.
- E. The Market Master may set aside space for entertainers who do not charge a fee for entertainment however they are allowed to accept tips. Each performer must obtain the permission of the Market Master before commencing entertainment. Sound amplification equipment is not permitted without prior written permission of the Market Master. The City and the Market Master reserve the right to restrict entertainment which is determined to be adverse to businesses and other ongoing concerns in the area surrounding the leased premises.
- F. All products to be sold must be of good quality. Displaying or attempting to sell over ripened, spoiled or unusable products is not permitted. The vendor's selling area must be in good taste and clean at all times during the market.
- G. Pricing: The Vendor agrees upon signing that they will stay within the guidelines of the market pricing.
- H. No holes in, permanent damage to, or fixtures are permitted with reference to the leased premises. The Market Master has the authority to require any grower to adjust or change the growers setup of the growers display area.
- I. A vendor must be registered with the Market Master and is

- responsible to sell his or her own goods. There may be an allowance by the Market Master for an employee or immediate family member to sell for the registered vendor, however the registered vendor must bring this to the Market Master before selling begins.
- J. Each vendor shall clean the vendor's display area before leaving the farmers market area. In particular, vendors are required to take from the site all items, including boxes, bags and other packaging materials, and any unsold remaining products. In addition, during the market, each vendor is expected to maintain the growers sale area in a neat and clean manner.
- K. **Inspections:** The Market Master shall reserve the right to inspect any vendor's farm or craft workshop in order to ensure that the member is growing or crafting all they are selling at the market.
- 6. The Market Master shall provide a copy of these rules and regulations to each vendor and entertainer participating in the farmers market. Each vendor and entertainer is required to acknowledge the regulations in writing, agree to abide by same, and to fill out a vendor information sheet.
- 7. The Market Master has the authority to enforce the rules set forth above. In the event of a determination of a violation of the rules, the Market Master may issue a warning to the grower, may issue a suspension of a limited period of time in which the grower may not participate in the farmers market, or may issue an order prohibiting participation in the farmers market. The decision of the Market Committee will be the final administrative action with reference to the matter.

- 8. Accidents: The Mansfield Huntington Area Chamber of Commerce in conjunction with the City of Mansfield, Arkansas are not responsible for any accidents that should occur while on premises for the Farmers Market.
- 9. Fees for participation: \$0 At this time there are no fees to be a vendor in the Mansfield Huntington Area Chamber of Commerce Farmers Market. This is subject to change at any time. A new vendor agreement will be provided should a change in Fees be required. **We welcome you to become a member of our Chamber!**Personal \$25 / Business \$50

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| | Yes, sign me up! | Not at this time. | | |
| | Agreed to by | | | |
| | | Date, 2015 | | |
| | Please print vendor name here: | | | |
| | Address: | | _ | |
| | City, State, ZIP: | | _ | |
| | Phone Number: | | | |
| | Cell: | | | |
| **** | Email: | | _ | |
| | Web Site: | | | |
| ****F | Please provide an email address when possible. | This speeds up our | | |
| comm | nunication process | | | |
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| Accep | ted by | _ | | |
| | | Date:, 201 | 5 | |