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2024 FARMERS MARKET GUIDELINES & VENDOR AGREEMENT

GENERAL INFORMATION

The Market is governed by Salted Vines Vineyard & Winery through a team of Salted Vines employees, and managed by Market Manager, Aimee Spencer. The Farmers' Market is unable to guarantee a permanent spot for any vendor. Location is subject to change at any time deemed necessary by the Market Team. The Farmers' Market is unable to guarantee exclusivity to any vendor for any product.

The Market will be held from May-October on the third Thursday of the month between 3-6pm in a designated area on the vineyard property. **(5/16, 6/20, 7/18, 8/15, 9/19, 10/17)**. Our market is rain or shine.

VENDOR FEES

Submitting your application does not guarantee a space in the Market. If your application is accepted, all other required documentation is due by May 16, 2024, including payment.

Approved Vendors will be sent a link via Square to process their Vendor Fee.

\$100 Full Season (\$20 discount!) or \$20 Pay-Per-Market

VENDOR SPACES

Vendors are expected to be ready to sell at 3pm and continue to sell/stay set-up until 6pm. Sales are not permitted before 3pm or after 6pm. *Breaking-down early is not permitted even if all goods have been sold.*

Vendor spaces will be assigned by the Market Team prior to the first Market date. Vendors are only permitted to set-up and display products within the boundaries of their assigned space. Vendors may not have containers, product, or people outside of their vendor space. Vendors are required to bring all of their own equipment, tables, chairs, cover/umbrella/tent, etc. All tents must be adequately weighted to withstand all weather conditions and be no larger than 10x10 in size. Salted Vines does not provide vendors with any equipment or supplies. Electricity is not provided.

A member of the Market Team will be at the Market 90 minutes prior to the starting time to ensure proper set-up. To ensure good traffic flow in the Market area, vendors are asked to unload all equipment/supplies and park their vehicles/trailers prior to setting up. Breakdown/clean-up will commence at 6:00 pm and must be completed by 7:00 pm. The Vendor shall remove all personal equipment/product and debris/trash upon departure.

In the case of farmers and small growers, and with prior approval from the Market Team, produce may be supplemented with produce from neighboring farms by no more than 25% of product offered. All supplemental

produce must be clearly labeled for customers with either the farm name or the city and state where the produce was grown.

Only those items listed on the Market Application may be sold. The Vendor must notify the Market Team in writing of any proposed changes before bringing previously unlisted items to the Market.

As per Federal regulations, market participants must clearly display signs that show the name of their farm/business and location. Prices must be legible and visible for customers to see. All farmers, growers, and producers are required to post prices at all times.

ATTENDANCE

Vendors are expected to attend all assigned Market dates over the course of the season regardless of weather conditions (excluding extreme/unsafe conditions). Any pre-arranged absences from the Market must be coordinated with the Market Team. **Vendor fees are nonrefundable, no exceptions.**

Vendors are required to provide at least **48-hour notice** to cover absences from the market. Three absences or cancellations with less than 48-hour notice will result in termination of the vendor agreement and expulsion from the market for the remainder of the season.

REQUIRED DOCUMENTATION

Vendors are personally responsible to be in compliance with local, state and federal regulations that apply to their business. Vendors without proper documentation will not be permitted at the market. Additionally, Salted Vines requires certain documents to be displayed clearly in the vending area.

The Vendor must provide the Market Team with copies of all relevant documentation from the Required Documents List by May 16, 2024.

This list has been designed to help our Farmers Market maintain compliance with applicable local, state, and federal regulations. Copies of the following documents need to be submitted with the Salted Vines Vineyard & Winery Farmers' Market Application.

- **Business License & Liability Insurance:** It is required that each member of the market carry individual liability insurance with (Salted Vines can be added as a location on your current policy).
- **Delaware Temporary Food Establishment Permit:** If the Vendor intends to sell or sample prepared foods, a copy of the Vendor's current Temporary Food Establishment Permit must be provided. Another copy must be clearly displayed in the Vendor's booth.
- **Public Health License/On-Farm Value-Added Certificate :** If the Vendor intends to sell or sample any value-added products, then a copy of the Vendor's current Public Health License or On-Farm Value-Added Certificate (i.e., proof of an FDA certified kitchen) must be provided.
- **National Organic Program Certification:** If the Vendor intends to represent any produce as "organic", then a copy of the Vendor's current certification must be provided to the Market Team.

SALES REPORTING

All Vendors are required to submit weekly total sales to the Market Manager within 48 hours. Individual sales totals will be kept confidential and reported to the State of Delaware Department of Agriculture.

If you have not reported sales totals within 48 hours, you will receive a reminder to submit totals. If you do not submit your totals within 24 hours of receiving the reminder, you will be suspended from the market for the next date and will not be allowed to return until sales totals are received.

PROPER CONDUCT

All vendors are expected to conduct themselves properly. Rudeness, loud, and /or profane language, arguing or harassment will be considered violations and grounds for removal from the market. Market Management reserves the right to dismiss any vendor that day, or for the rest of the market season, for behavior and/or non-compliance.

Vendor fee's are non-refundable, no exceptions.

Below you may find the responding actions by The Market Team, if you are found in violation of any guideline rule/process. Each case, vendor, and incident will be handled individually; however, these responses shall act as our guide as we attempt to reprimand unwanted behavior.

In the first instance of rule violation, or otherwise problematic behavior, vendors will be issued a written warning, citing the issue at hand as well as the rules that are at play.

In the second instance of rule violation, or otherwise problematic behavior, vendors will be suspended from the market, and will receive an email detailing our action regarding any future violations. Suspension length will be a determination, based on prior issues, and the severity of the violation.

In the third instance of rule violation, or otherwise problematic behavior, vendors position in our market will be reviewed. This is the point where, taking all factors into consideration, we will make the decision whether to further suspend or terminate the vendor in question.

INDEMNIFICATION

Vendor shall indemnify, defend, and hold harmless Salted Vines Vineyard & Winery from and against any and all claims, demands, suits, judgments, costs, and expenses asserted by a person or persons, including, but not limited to, agents, employees, or volunteers of vendor, by reason of death or injury to persons, or loss or damage to property, resulting from operations or use of services, products and/or equipment purchased hereunder, or sustained in or upon the premises of the Farmers Market.

This agreement is subject to termination by either party at any time, without refund, for any reason. Please notify the Market Team in writing with intention to terminate the vendor agreement.