



Vendor Application for Permission to Sell

CONTACT INFORMATION:

Name(s): _____

Business Name (if applicable) _____

Address: _____

Phone: _____ Cell: _____ Fax: _____

Email: _____ Website : _____

Vendor Type (Check all that apply):

Home Grown (Produce/Farm) _____ Resale (Produce/Farm) _____

Cottage Law Food: _____ Certified Food: _____ Food Truck _____

Art/Crafts: _____ Antiques: _____ Home based: _____ Non-Profit/ Info _____

Licensing, Permits and Permission Information: (if applicable)

Processing required to process food in an inspected facility _____

If Certified Organic, list certifying agency and number _____

Limited Poultry and Egg Farm Operation permit _____

Current certified kitchen lease: _____

Food Truck License, Permit _____

Please attach any applicable inspection reports and/or permission information to the application.

Product Description(s):

Perdido Farmers Market Release and Hold-Harmless Agreement & Liability Disclaimer
June 1, 2015 - March 30, 2016

In consideration of the undersigned being permitted to participate in the "Perdido Farmers Market" which is sponsored by the Perdido Key Chamber of Commerce, the undersigned does hereby release and forever discharge the Sponsors and each of their employees, officers, directors, and agents, jointly and severally, from any and all actions, causes of action, claims and demands for, upon or by reason of any damage, loss, injury or death, or damage to or loss of property arising out of the undersigned's participation in the Perdido Farmers Market.

This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist. The provision of any state, federal, local and/ or territorial law, or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or not suspected to exist at the time, are hereby expressly waived.

The undersigned agrees on behalf of itself, its successors, assigns, and sublicenses to indemnify the Sponsors and their employees, officers, directors, and agents, jointly and severally, and to hold them harmless from and against any and all actions, claims, demands, liabilities, losses, damages, and expenses of whatever nature and kind, including attorneys' fees, which may be at any time incurred by them or any of them in connection with the participation in the Perdido Farmers Market by the undersigned and the undersigned's staff, guests, visitors, participants, and invitees.

Sponsors shall have no liability for any damage to property, or injury or death to persons arising out of the participation in Perdido Farmers Market. The undersigned agrees to inform all its staff and event participants that the undersigned and such staff, participants, guests, or invitees of the undersigned assume all risk of loss or injury arising out of participation in Perdido Farmers Market or related activities. The undersigned agrees to be responsible for any damage caused to the Sponsors by the participation of the undersigned and further agrees to abide by all policies established by the Sponsors in connection with the Perdido Farmers Market.

Signature: _____

Printed Name: _____

Witness Signature: _____

Witness Printed Name: _____

Date: _____

In order to be considered for an upcoming Saturday the following must be submitted 2 weeks before that Saturday market:

1. The completed and signed application.
2. The completed and signed Release, Hold Harmless Agreement, and Liability Disclaimer.
3. A \$15.00 non-refundable application fee payable to the Perdido Key Chamber of Commerce.
4. Any advance payment payable to the Perdido Key Chamber of Commerce. Please refer to the Market Manual for the fee schedule, payment and cancellation/no show policy.

Mail Checks to: Perdido Farmers Market 38S. Blue Angel Pky PMD 350 Pensacola, FL 32506

Paypal: director@perdidochamber.com

When a vendor submits an application, and a location is assigned, they must abide by Market guidelines. The regulations for both vendor conduct and vendor reliability are outlined in the Perdido Farmers Market Handbook.

I, _____, have been given verbal and written instructions that parking anywhere other than , vendor designated parking, on Baars Field, after unloading, is prohibited unless prior arrangements have been made with the Perdido Farmers Market Coordinator.

I, _____, have been given a verbal and written instruction that packing up before 12:30pm and leaving the market is prohibited unless prior arrangements have been made with the Perdido Farmers Market Coordinator.

I acknowledge that the first and second infractions of this policy will result in a written warning. On the third infraction I will be suspended from the Perdido Farmers Market for two weeks. Any additional infractions will result in my being terminated from the Perdido Farmers Market.

Vendor Signature: _____

Date: _____

Perdido Farmers Market Staff Signature: _____

Date: _____

PERDIDO FARMERS MARKET HANDBOOK

Amended Guidelines for the Operation and Use of Market Spaces at the Perdido Farmers Market
Effective June 1, 2015
This is the Perdido Farmers Market Handbook.

I. DEFINITIONS

- A. **ARTISAN:** Anyone who offers arts, crafts, or jewelry for sale as fully defined in Appendix “A” or who performs an artistic service on the Market.
- B. **ENHANCEMENT COMMITTEE:** The committee appointed by the Perdido Key Chamber of Commerce or its agents and charged with the responsibility of assisting the Market Coordinator in review of applications and making appropriate recommendations on Market operations to the Market Coordinator.
- C. **FARMER:** Anyone including the backyard gardener, who offers produce that was grown and or raised by them, including, but not limited to, fruits, vegetables, cut greenery, live plants, herbs, flowers, meat, poultry and dairy products.
- D. **FOOD VENDOR:** Any Vendor selling, packaged, prepared, baked or canned goods.
- E. **HOMEMADE:** Food that was made from scratch and not purchased for resale.
- F. **LOCALLY GROWN:** Produce that is grown within a 100-mile radius of the Perdido Farmers Market may be labeled as “locally grown” and sold on the Market.
- G. **MARKET:** That body of land owned by, or under the control of Escambia County Parks and Recreation and generally described as Baars Field located at 13001 Sorrento Rd Pensacola, Fl. 32507
- H. **MARKET HANDBOOK:** This body of guidelines authorized by the Perdido Key Chamber of Commerce for the operation and use of market spaces.
- I. **MARKET COORDINATOR:** The person(s) designated by the Perdido Key Chamber of Commerce or its Executive Director to supervise the daily operation and long-term management of the Perdido Farmers Market.
- J. **SPACE:** A space (10ft X 10ft) is licensed to a person or entity granting the right to use and occupy the space identified in the application.
- K. **VENDOR:** Any person or entity who is assigned a space to offer items for sale or to perform services on the Market, whether on a weekly basis or for some other period of time.
- L. **PRODUCE:** A vegetable, fruit, cut greenery, live plants, herbs, and flowers or other such produce that is locally grown or Resale with Proper labels.
- M. **PREPARED FOOD:** Homemade baked goods, candy, honey, jams, jellies, drinks from natural products grown and owned by the seller, and highly acidic canned goods (in compliance with all Florida Department of Agriculture laws and regulations).
- N. **ANTIQUES & COLLECTIBLES:** Merchandise that is at least 50 years old and not a reproduction.

II. ITEMS THAT MAY BE SOLD ON THE MARKET

- A. **PRODUCE:** Locally Grown or Resale when labeled with origin.

- B. PREPARED FOOD: Homemade. NO RESALE PERMITTED.
- C. ARTS and CRAFTS: Before an Artisan Vendor has been licensed a space to sell any item on the Market, as set forth in Standards of Quality for Artisans Appendix “A” of the Handbook, such Vendor must submit to the following process of review.
 - 1. All applications shall be submitted to the Market Coordinator for review. All new artisans must submit a representative example or photo of the item(s) to be sold at the Market and must accompany the application.
 - 2. An approved Vendor must file an agreement with the Market Coordinator that the items for sale have been created solely by the Vendor and are not mass manufactured. See Appendix “B”
- D. ANTIQUES & COLLECTIBLES: See Exhibit “C”
- E. No live animals are allowed to be offered for sale or sold on the Market under the provisions of these guidelines.
- F. The Market Coordinator shall have the authority to approve or to disapprove any item offered for sale on the Market under this section.
- G. HOME BASED & OTHER
 - 1. Home based Retail Business will be allowed by licensed distributors only.
 - 2. No Resale or sale of used products.
 - 3. Examples would be: Scentsy, Thirty One Gifts
- H. NO YARD SALE OR FLEA MARKET MERCHANDISE
- I. No live animals are allowed to be offered for sale or sold on the Market under the provisions of these guidelines.
- J. The Market Coordinator shall have the authority to approve or to disapprove any item offered for sale on the Market under this section, unless the aforementioned artist jury has already made a determination.

III. HOURS OF OPERATION

- A. The Perdido Farmers Market will open each Saturday from 8:00 A.M. until 1:00 P.M. rain or shine, March thru October. The Market Coordinator, with the consent of the Director of the Perdido Key Chamber of Commerce, may curtail and/or modify such days and/or hours of operation for special events or for other reasons such as lack of activity during inclement weather.
 - 1. Farmers who substantially sell out of Produce and Prepared Goods can begin to pack up at 12:30 and leave the Perdido Farmers Market.
- B. Should a later opening time be required for a Vendor, the Vendor shall notify the Market Coordinator(s) by email @ perdidofarmersmarket@gmail.com as far in advance as possible of the Market opening time. Vendors are prohibited from selling at the Market outside of market hours, unless granted a separate special event permit by the Market coordinator or designee.

IV. REQUIREMENTS FOR VENDORS

- A. Every Vendor in the Perdido Farmers Market must comply with applicable federal, state, and local laws, ordinances, and regulations.
- B. Collection and filing of any applicable taxes and payment to the appropriate taxing authority is the sole responsibility of the Vendor.
- C. Vendors shall be open and ready to sell when the Perdido Farmers Market opens at 8 A.M., and shall remain open until the Perdido Farmers Market closes except that Farmers may close no earlier than 12:30 PM if the Farmer has sold out of Produce and Prepared Goods. Vendor set up time will be between 6:30AM and 7:45A.M. Failure by Vendor to be set up and parked, by 7:45 A.M. and open to sell by 8:00 A.M. or to notify the Market Coordinator of the need for a later opening time, may result in the release of Vendor's space to another entity for that day and future markets dates and the loss of that Perdido Farmers Market payment.
- D. Vendors selling Prepared Foods must comply with all Florida Cottage Industry statutes, regulations, rules and requirements or secure a food permit from the Florida Department of Agriculture (850-245-5520)
- E. Vendors selling eggs, cheese, milk and meats are responsible for all licenses and permits necessary to process and sell their products. Please call, the Division of Food Safety at the Florida Department of Agriculture (850-245-5520) and the Escambia County Health Department (850-595-6500) for regulations and guidelines.
- F. All prospective Artisan Vendors wishing to sell items referred to in Appendix "A" must comply with the guidelines as outlined above.
- G. All Antique and Collectable vendors must comply with the guidelines outlined in Appendix "C"
- H. All Home Based Business vendors must comply with guidelines outlined in Appendix "D"
- I. There is no ATM on site. All Vendors should bring appropriate currency to make change. Market Coordinators cannot provide or make change.
- J. There is no Wi-Fi

V. PERDIDO FARMERS MARKET SPACE AGREEMENTS

- A. Spaces are assigned upon the approval of the application, whether weekly or for another period of time. Assigned spaces may only be used by the approved applicants. Transferring by any instrument or allowing the assigned space to be used by any other person, including a family member, in the absence of the person to whom the space is issued, without the Market Coordinator's written permission, may be grounds for immediate termination of the license for the space.
- B. No Vendor shall be allowed to sell from any space in the Perdido Farmers Market without an approved application and space assignment being on file.
- C. When assigning vendor spaces the variety of product is significant. The optimal market will have artists of different mediums located next to each other. Applications are processed, in the order that they are received, and spaces are assigned, taking into account the item(s) that will be sold and space availability.
- D. VENDOR PLACEMENT:
 1. The Market Coordinator, or his/her designee, will be at the Perdido Farmers Market no later than 7:15 A.M. Saturday for vendor check in. Each vendor will be assigned to a space prior to the day of the Perdido Farmers Market. Vendors must leave written notice with the Market Coordinator by emailing perdidofarmersmarket@gmail.com Wednesday before that Perdido Farmers Market day if such Vendor will not occupy its space(s) for that Saturday. Failure to notify the Market Coordinator as required above shall result in the forfeiture of the fee for that particular Saturday. Vendors assigned a space after 5:00 PM on Wednesday, who fail to show for the Perdido Farmers Market that Saturday shall also forfeit the fee for that particular Saturday. The Market Coordinator shall have the authority to terminate the license of any vendor who continually cancels or makes a habit of not showing up for their scheduled market dates.
 2. If a Vendor has a specific space(s), then that Vendor must occupy such space(s) by 7:45 A.M. If a Vendor has not occupied his/her space by the above time, such space is forfeited and may be assigned to another Vendor.
 3. Space allowing, the Market Coordinator may allow Vendors to relocate to unoccupied spaces within their respective area (i.e. Farmers, Artisans, or antique Vendors) after all Vendors have been placed.
 4. In the interest of making the Perdido Farmers Market appear and feel more occupied, after all Vendors have been placed and at the discretion of the Market Coordinator, Vendors may spread to an approved adjacent space(s). Farmers will have the option to spread first. Space permitting, Vendors may spread to a maximum of two additional spaces provided they have the product for sell to fill the expanded area.
 5. Vendor relocation shall be at the discretion of the Market Coordinator and shall be based on reasons regarding feasible and practical distribution of Vendors and/or products.
 6. Farmers, Food Vendors and Artisans will be located on Baars Field in the open area closest to Sorrento Rd.
- E. The Perdido Key Chamber of Commerce, the Enhancement Committee, its Executive Director, its Market Coordinator or designee reserve the right to refuse to offer or renew a licensed space to any Vendor, or to relocate or revoke any space for a Perdido Farmers Market space previously issued, when it is considered to be in the best interests of the Perdido Farmers Market and/or in the interest of public health and safety. The Perdido Key Chamber of Commerce, the Enhancement Committee, its Executive Director, its Market

Coordinator or designee further reserve the right to revoke at any time or not renew any licensed or space without cause. If the Vendor's license is revoked, or not renewed, the Vendor is entitled to receive a written notice of such action at least 5 business days prior to the effective date of such action unless such termination or non-renewal is for cause or for an emergency. The following shall be grounds for immediate cancellation of any license for cause, without prior notification: (a) failure to meet the terms of the agreement; (b) failure to comply with the guidelines of this Perdido Farmers Market Handbook. The license may also be revoked for violations listed in Section IX herein.

- F. Vendors shall be responsible for the actions of employees, agents, or other persons working for, or with, the Vendor.
- G. Licenses for Spaces are entity-or-person-specific. If a family is applying for a license, all members of the family who expect to sell on the Market must sign the original application and release at the time it is submitted to the Perdido Farmers Market Coordinator. At a future date, if any additional family members or persons wish to share the booth with the original applicant, they must fill out an additional application and release and go through the jury process before being permitted to sell on the Perdido Farmers Market. If the license is being obtained by a business, then an officer, manager, managing member or a general partner must also sign the application.

VI. VENDOR SPACE

- A. Vendors may use a 10x10 tent if they choose. Tent stakes are not permitted. Sand bags or other means of securing ones tent is a must every week.
- B. Vendors must provide their own equipment and any additional materials for display of items.
- C. Vendors may not use set up materials, which permanently damage the space. Power is not available to vendors at this time. Water service is not available at this time. If you would like electric or water please let us know so that we can plan for those services in the future.
- D. Any needed repairs, hazardous conditions, or problems rendering the Perdido Farmers Market space unusable for the purpose for which it was designed shall be immediately reported in writing to the Market Coordinator via email perdidofarmersmarket@gmail.com
- E. Any sign that a Vendor wishes to use in his or her Perdido Farmers Market space must be approved by the Market Coordinator. The Market Coordinator has the sole discretion to disapprove any sign or signage considered by the Market Coordinator to be inappropriate.

VII. PARKING

- A. AFTER UNLOADING (by 7:45AM) ALL VENDORS MUST EITHER MOVE THEIR VEHICLES TO THE VENDOR PARKING AREA OR ANOTHER LOCATION Failure to comply with the Perdido Farmers Market parking requirements after two written warning is grounds for non-renewal of a Perdido Farmers Market license.
- B. A Vendor may request permission from the Market Coordinator to exceed the restrictions on parking contained herein only for special occasions or to accommodate large amounts of heavy Produce, having a handicapped placard or in the event of a temporary injury the Market Coordinator provides a temporary permit. The request must be made in writing and it must state the reason for the request and the date for which a curbside parking space is needed.

VIII. HEALTH, SANITATION, AND SAFETY

- A. The Perdido Key Chamber of Commerce will provide all public litter containers in the Perdido Farmers Market.
- B. Vendors are responsible for the collection and proper disposal of all refuse, grease, and trash generated from their spaces.
- C. Vendors are responsible to see that their areas are left clean and orderly when they leave the Perdido Farmers Market for the day. Failure to comply with this section may result in the imposition of the actual cost of any cleanup, to be collected by the Market Coordinator.
- D. The Perdido Key Chamber of Commerce is not responsible for damage to or loss of any personal or other items in any of the assigned spaces.
- E. Children less than 14 years of age brought to the Perdido Farmers Market by Vendors must be kept within the Vendor's Market space and be under the supervision of a designated adult.
- F. Vendors and their representatives agree to protect and hold the Perdido Key Chamber of Commerce and the Perdido Farmers Market Volunteers, their employees, agents, and representatives harmless and to indemnify such entities from any and all claims, demands, suits, actions, judgments, and recoveries, for or on account of any damage, theft, or injury (including death) to property or person occurring as a result of Vendor's use of Market space for which Vendor has been approved, including loss or injury resulting to Vendor from any cause whatsoever, including but not limited to electrical or equipment failure.

IX. GENERAL INFORMATION

- A. The Perdido Farmers Market promotes a family friendly atmosphere. Vendors shall conduct themselves at all times in a courteous and professional manner. Proper dress is required of all Vendors. Rude, abusive, or other disruptive or offensive conduct is not permitted. Profanity or otherwise offensive language, including gestures, is prohibited. After two written warnings from the Perdido Farmers Market Coordinator, continued non-permitted behavior will result in the Vendor being suspended for 2 market dates and may be considered grounds for non-renewal of a Perdido Farmers Market license.
- B. No Vendor shall agitate, badger or otherwise interfere with other Vendors. Any Vendor with a complaint or with something negative to say concerning another Vendor will speak directly to the Market Coordinator or another duly appointed representative of the Market and refrain from gossiping with other Vendors or Market customers. Malicious gossip among Vendors and/or negative statements made to Market customers about other Vendors is harmful to the Market as a whole and a poor reflection on the sense of community and the positive atmosphere people anticipate and enjoy as patrons visiting the Market. The Market Coordinator at her/his discretion will provide one written warning and continued non-permitted behavior will result in the Vendor being suspended for 2 market dates and may be considered grounds for non-renewal of a Perdido Farmers Market license.
- C. No person shall make a public outcry, engage in "hawking," or play any musical instrument (except for Vendors who are demonstrating a musical item that they have crafted or who have been approved in advance by the Perdido Key Chamber of Commerce, the Enhancement Committee, its Executive Director, its Market Coordinator or designee for such musical performance), or give other entertainment while selling on the Market, whether for personal pleasure or for public enjoyment.
- D. Musical instruments can be played provided they are approved prior to the 8:00 AM start time of the Market ahead of time by the Market Coordinator and it is understood that if any Vendor in the near vicinity asks the music be softer or moved the musician will comply.
- E. Vendors who violate any of the regulations contained in this Market Handbook will be given a written warning. A second violation for the same, or for a different violation, will result in a second written

warning. A third violation will result in the termination of the license, except as provided in section “IX B” herein.

- F. If you need further information or have any questions, you may contact the Market Coordinator at perdidofarmersmarket@gmail.com For additional information, suggestions, comments, or questions, please call or write: Perdido Farmers Market Coordinator at perdidofarmersmarket@gmail.com

Standards of Quality for Local Art/Craft
Appendix “A”

The following are general guidelines to be followed when considering submission and/or approval of any craft for review.

An Artisan’s craftsmanship should be reflective of the Artisan’s considerable skill, time and effort to produce a high quality, finished product. Each item should be original and unique created by the Artisan. Assembly of a copyrighted item is not allowed unless the Artisan is the holder of the copyright. Assembly from kits is not acceptable nor is it acceptable to add to or improve pre-manufactured items.

Jewelry: All jewelry offered for sale as a Local/Handmade Art and Craft must be hand made by the Artisan.

Assembly from kits or pre-strung plastic beads or other factory work is not acceptable.

Pottery: All pottery shall be hand-built, hand-painted or wheel-thrown by the Artisan, kiln-fired or other heat process by the Artisan, and finished by the Artisan.

Wooden items: All wooden items shall be designed and/or interpreted by the Artisan. The Artisan shall craft all items, finish all items (including sanding, oiling, varnishing or other finishing process), and assemble all such items.

Clothing and Accessories: An Artisan may offer clothing or accessories for sale on the market, but such clothing or accessories must be designed, or interpreted by, and sewn, knitted, or woven by the Artisan personally. Clothing and accessories, including items woven and knitted, made from commercially available patterns is acceptable only if the item is reflective of the Artisan’s considerable time, skill, and effort. Pre-made fabric may be hand-dyed or decorated by the Artisan, as in Batik or painting.

Photography: An Artisan may offer original and reproduced photographs for sale on the Market. All such photographs and reproductions shall have been created by the Artisan. While it is desirable that the Artisan signs all photographs and reproductions, that is not a requirement. However, on the back of each reproduction the Artisan shall affix a label that either specifies that the item is an original or, if a reproduction, shall specify the method of reproduction.

Stained Glass and Mosaic: All stained glass and mosaics shall be the original design of the Artisan and shall be assembled by the Artisan from component parts and pieces that the Artisan has personally cut or gathered.

Paintings and Sculptures: All paintings and sculptures shall be the original work of the Artisan and reflective of significant energy and time on the piece and may be created with any medium. Paintings shall be upon canvas, wood, or any other solid. The Artisan shall control reproduction and shall indicate the number of reproductions created from an original. Sculptures must each be an original and may be from any material except bread dough.

Wreaths: Wreath shall be the original design and work of the Artisan and shall not incorporate artificial elements except ribbons or bows.

Metalwork: All metalwork, including sculpture, boxes and candleholders must be totally designed by, assembled by, and finished by the Artisan.

Candles: An artisan may offer original candles that he/she produced, molded, died and shaped themselves from unformed raw/natural materials.

Miscellaneous Arts and Crafts: Creativity cannot be limited or controlled by rules and regulations. Therefore, and Artisan may present a new idea, a new concept or a new design not covered by this outline. Each new artistic creation will reviewed.

**Process for Artisans
“Appendix B”**

All applicants will be reviewed BEFORE being allowed to sell or display on the market. Appropriate original (non-mass manufactured) craftsmanship by the seller or displayer, compliance with the handbook and Appendix “A”, contribution to the variety and uniqueness of artistic offerings on the Market, and willingness to fully participate for multiple weekends during the annual operation of the Market. Only those applicants approved for participation may sell approved items on the Market.

- Any Artisan wishing to sell at the Market must submit an application. New Artisans must also submit samples or photo(s) of any item(s) to be sold at the Market. Emailed submissions are acceptable.
Returning Artisans
- May use previously submitted samples as long as the style/type of work has remained consistent.
- All submissions must fall within the standards of quality set forth in Appendix “A”. Any applicant that does not fully meet these standards will not be considered.
- All applicants not approved will be notified as soon as possible.
- Upon receiving notification of approval and assigned dates for market sale, Artisans must contact the Market Coordinator to accept the assigned dates and sign an agreement certifying that all items to be sold are created by the Vendor and not mass manufactured as well as other required document for Vendors.
- All dates will be assigned arbitrarily by the Market Coordinator and will not be at the discretion or choice of the Vendor.

**Antiques and Collectables Guidelines
“Appendix C”**

- All merchandise sold as antiques and/or collectables must be at least 50 years old. NEW MERCHANDISE OR REPRODUCTIONS WILL NOT BE PERMITTED TO BE SOLD AS ANTIQUES AND COLLECTABLES
- Excluded items include, but are not limited to, guns, ammunition, electronics, VHS and Beta tapes, lewd or pornographic material, fireworks, clothing less than 50 years old, alcohol, tobacco, flammable liquids, and new merchandise.
- The Market Coordinator reserves the sole authority to require a Vendor to remove any item that is inconsistent with the quality, theme or image of the Market.

**Home based Business Guidelines
“Appendix D”**

- All merchandise sold as a Home based Business shall be from a licensed distributor for that company No Merchandise for Resale, No Used Items
- Any Home based business wishing to sell at the Market must submit an application. They must also submit proof of being a licensed distributor along with photo(s) and description of item(s) to be sold at the Market. Emailed submissions are acceptable. Returning Artisans may use previously submitted samples as long as the style/type of work has remained consistent.
- All applicants not approved will be notified as soon as possible.