

Ames Main Street Farmers' Market

2019 Vendor Rules, Application, and Agreement



Address

Ames Main Street Farmers' Market
304 Main
Ames, IA 50010
AmesMainStreetFarmersmarket.com

Market Manager

Lojean Petersen
amesfarmersmarket@ameschamber.com
515-520-0702

2019 Ames Main Street Farmers' Market Rules & Regulations

By submitting the 2019 Farmers' Market Application, potential vendors acknowledge they have received, understand, and agree to follow all the policies and procedures set forth by the Ames Main Street Farmers' Market and are responsible for adhering to all state, local, and federal laws. Ames Main Street Farmers' Market reserves the right to remove any vendor at any time for failure to comply with the Farmers Market Policies and Procedures. Disregarding any guidelines established in this document or any state, local, or federal laws may result in action being taken.

I. Hours and Days of Operation

- a. **Dates of Operation**- The 2019 Ames Main Street Farmers' Market will operate every Saturday beginning May 4th through October 12th. With 2 additional holiday markets in November and December, included in Fulltime fee.
- b. **Hours of Operation**- The market operates from 8 AM-12:30 PM. Vendors may, however, sell to any customer who is in line prior to 12:30 PM.
- c. **Market Location**- 300 & 400 blocks of Main Street in downtown Ames between the streets of Clark and Kellogg and in the Tom Evans Plaza.
- d. **Vendors** may sell to each other between 7:30 and 8:00am

II. Vendors

- a. **Who Can Sell at the Market**- Full time and Occasional Vendors are invited to sell at the Ames Main Street Farmers' Market. Full time vendors are those selling at the market each week and Occasional vendors are those selling at a frequency less than each week. The Ames Main Street Farmers' Market allows vendors that sell items that fall under one of the categories outlined in Section V Products.
- b. **Vendor Types That Are Not Allowed**- Catalog companies, multi-level marketing businesses, direct selling businesses, businesses importing items such as produce, corporations, clothing, jewelry, crafts, home décor, cell phone services, etc.

III. Market Fees

- a. **Application Fee**- All vendors must pay a \$20 non-refundable application fee.
- b. **Stall Fees**- Full season vendor and Occasional vendors (part time vendors) pay according to the below table.

Category	Vendor Types	Full Time Vendor Seasonal Fee (Per Stall Fee)	Occasional Vendor Daily Fee (Per Stall Fee)
I	Iowa Grown Farm Products Fresh Floral Value Added Items Bakery Goods Handcrafted Artisan Items	\$400	\$35
II	Prepared Foods	\$475	\$50

- c. For an additional 10 feet of Vendor space there will be an additional \$250 charge.
- d. **Occasional Vendors in Category I, who will commit to and prepay for 6 or more dates will receive incentive rates of \$25 per day. Prepared Foods, Category II will have the rate of \$40 per day.**
- e. Fee Due Dates-Application fee must be submitted at the time of application. Seasonal fees for full time vendors are due upon acceptance into the Market. Payments can be made by check or credit card. Please send payments to Ames Main Street Farmers Market or deliver to 304 Main Ames, IA, 50010.
 - i. *Full-Time Vendors*- If cancellation is made before April 13, vendors are refunded 90% of seasonal fee. If cancellation is made on or after April 28 but before May 20, 50% of seasonal fee is refunded. No refund is made if cancellation is made after May 20.
 - ii. *Occasional Vendors*- Occasional vendors are eligible for a refund if cancellations are made 48-hours prior to the start of each market. For an occasional vendor's first absence, 90% of the daily rate will be refunded. For the second and third absence, 50% of the daily fee will be refunded. For the fourth absence and each subsequent absence, no refunds will be made. Occasional Vendors who cancel their space without appropriate notice or by not showing up at the market will not receive a refund. After the third absence, the vendor may be taken off the list as an occasional vendor.
 - iii. Reliability and punctuality are crucial to running a successful market. The entire market is affected if a vendor does not show up. Vendors are required to call or email 48 hours in advance if they are unable to attend a scheduled market date. Unforeseen events and emergencies will be considered on a case by case basis.

IV. Stall Rules/Stall Assignment/Stall Info

- a. **Vendor Identification**- Each vendor must display a sign clearly identifying their farm or business by name and location. All signage and postings must be placed within the vending stall. Signage cannot be placed on light poles, meters, sidewalks, or patron walking areas. Signs must be 8-inches x10-inches or larger and must be legible. Signs must be in place by 8:00 AM and must be clearly displayed until the end of each market day.
- b. **Posting Price and Product Info**- Vendors must clearly label the name, origin, and price each item. This information can be posted at one of two locations: 1) on a sign at or near the product or 2) on a large sign board that includes the names and prices of multiple products. Each item must be priced by weight or unit (i.e.: piece, dozen, flat, ounce, etc.). All product descriptions must be accurate, truthful, and in compliance with the law. Price and product information must clearly be displayed by 8:00 AM each morning and cannot be removed until the end of either 1) the time a particular product is no longer sold by a vendor or 2) the end of the market day. Signage cannot be placed on light poles, meters, sidewalks, or patron walking areas.
- c. **Stall Sizes** are 10' x 10'.
- d. **Stall Assignment**- Full time vendors set up on their pre-assigned stall spaces. Occasional vendors set up at the space assigned to them the day of the market.

Vendor stall assignments and amount of stall space is subject to change at the Market Manager's discretion.

- e. Staffing- Vendors are responsible for making sure all persons working at their booth are familiar with and adhere to all market rules, regulations and guidelines.
- f. Anchoring Equipment- **You must have weights for your tents or umbrellas.** Tents can be hazardous during windy conditions and will need to be weighted down for safety reasons. Since the market is on a public street, no items may be driven into the ground (such as stakes or nails) or tied to meters or poles.
- g. Subletting and Transferring Stall Space- Vendors may not sublet space nor are vendor contracts transferrable to third parties.
- h. Insurance- Vendor agrees to purchase and have a certificate of general commercial liability insurance with at least \$500,000 in coverage & name **Ames Chamber of Commerce** and the **City of Ames** as additional insured's' and certificate holders. Certificate must be on file at the Ames Chamber of Commerce office prior to vending at the Ames Main Street Farmers' Market. Certificates can be sent to:

Ames Main Street Farmers 'Market	City of Ames
304 Main Street	515 Clark Ave.
Ames, IA 50010	Ames, IA 50010

Your insurance agent may also email them to:

amesfarmersmarket@ameschamber.com

- i. Electricity- Certain stalls have electricity capabilities for a fee of \$25 per season. For vendors in spaces without electricity and that require electric outlets, a generator is required. Generators producing over 70 decibels of sound will not be permitted to be used during the market. Market management may request a vendor to vacate market premises for a generator noise violation or to make immediate modification to their operation to bring noise level under compliance at vendor's expense and without refunding vendor fees. Generators producing less than 70-decibels of sound may still be considered a nuisance by the Market Manager. If this is the case, the Market Manager can require Vendor's to modify their operations or to remove the generator(s) from the market. All vendors using electricity must provide extension cords and mats to cover cords that lie in areas used by customers or other vendors.
- j. Permits/Licenses/Taxes- Each vender is responsible for obtaining all necessary permits and licenses, as well as paying all applicable sales taxes and fees, as required by state, federal, and local laws.

V. Product

a. **All products must be grown or made in Iowa.**

b. Product Categories

i. Category I

1. **Iowa Grown Farm Products-** All farm products sold at the Ames Main Street Farmers' Market must be 100% Iowa grown (meaning grown at an Iowa Farm).
All products sold must come from each vendor's own farm or farms. Products are not allowed to be purchased from other farms. If a product comes from another farm, the other farm must be part of a joint business venture such as a cooperative.
2. **Fresh Floral-** Fresh and dried flowers, seeds and potted plants, etc...
Fresh floral creations must be assembled in Iowa.
3. **Value Added Items-** Honeys, mustards, salsas, jams, meats, eggs, cheese, poultry, etc.
4. **Bakery Goods-** Breads, pies, cookies, cakes and other homemade foods.
5. **Craft/Artisan-** Defined as a vendor whose product is home-crafted, personally designed, and created by the vendor. Production materials optimally come from regional sources or are fabricated by vendors themselves. The handcrafted component must dominate the commercial component. The commercial component must be transformed in a way that makes the work original and unique. Items included in this category include; crafts, artwork, inedible items such as herbal products, personal care and beauty products.

ii. **Category II**

1. ***Prepared foods:*** Prepared foods are ready-to-eat food such as take-away meals, drinks and snacks. Food that is freshly made and available for immediate consumption on market site.

c. **Items That Are Not Allowed**

- i. Mass produced/manufactured value-added food products.
- ii. Brokered products from out of state.
- iii. Items purchased from grocery stores.
- iv. Category specific items:
 - 1 Category I- Synthetic or silk flowers and plants.
 2. Category II- Anything not made or altered by the vendor; anything the vendor is selling on consignment or have purchased wholesale; anything mass produced, assembled from commercial parts, plans and kits.
 - 3 No Corporations/Businesses such as banks, realtors, insurance, cell phone, or other service provider businesses.
- d. Exceptions to these rules will be made on a case by case basis and would only be considered if it would be a product that would enhance the Ames Main Street Farmers Market and wouldn't be in direct competition with other vendors or their products.

VI Application Review

- a. **Application Review-** A Selection Committee will review each vendor application. Each vendor's product offering will be reviewed for multiple criteria: point of origin, product type, mix of product offering, hand-crafted original design, added value, similarity of product offering to other approved vendors, as well as any other criteria deemed important by the Selection Committee at time of application review. Ames Chamber of Commerce reserves the right to approve, refuse, & limit products to be sold at the Ames Main Street Farmers' Market.
- b. **Occasional Vendor Schedule-** Occasional vendors will receive their approved vending schedule after their application is approved by the selection committee and after the market staff creates the schedule for the year.

VII. Required Vendor Performance

- a. **Behavior-** Profanity, yelling, heckling, and offensive behavior will not be tolerated. Attracting customers through shouting or through voice augmentation devices (such as megaphones) is not allowed. All vendors, customers, market staff, and local business representatives must be treated with respect.
- b. **Dumping-** Vendors are not allowed to give produce or other items away for free (with the exception of sampling) or at below-cost pricing, thus undercutting potential sales of other vendors. The market maintains the right to remove any vendor in violation of this rule.
- c. **Aesthetics-** The market place and each market stall must be kept clean and tidy at all times throughout the day. Vendors must furnish tools and equipment necessary to maintain market and stall appearance. Booths must be clean and non-cluttered and have a professional appearance. The Market Manager is the final judge on market cleanliness and booth aesthetics and reserves the right to require vendors to correct aesthetic and cleanliness issues.
- d. **Clean-up at End of Day-** All vendors are responsible for the **proper and complete clean-up** of litter, produce "spoilage," paper, balloons, pop cans, packaging materials, cartons, etc., in and around their area. **Vendors must take ALL refuse items off market premises after market closes.** City of Ames, Ames Main Street Farmers' Market, and business provided trash receptacles in the market area may not be used by vendors, nor may vendors use those receptacles for their trash. Such trash receptacles are intended for use by customers, not vendors.
- e. **Stall Set-Up and Tear Down**
 - i. **Stall set up-** Vendors may begin setting-up at 6:00 AM. Vendors will not be allowed to set up if they arrive after 7:45 AM.
 2. **Vehicle-** Vendor stalls do not allow space for a vehicle. Vendor must move vehicle off market premise promptly after unloading and before setting up booth and product. No vehicles are allowed in market area from 7:45 AM to 12:40 PM. Exceptions to this rule will be made on a case by case basis.
 - 3 All vending tables, tents, merchandise, and inventory must be set up in the street, butted up against the curb unless otherwise instructed by the Market Manager. All signage and posting must be within vending space.

- ii. Stall tear down- Vendor tear down may not begin before 12:30PM. Vendors may not enter the market premise to load their vehicle until 12:40 and their booth and products are completely torn down and ready to be loaded. For safety reasons the street is barricaded until 1:30 PM. Any barricades moved by you while exiting must be replaced by you. Vendors who are seen leaving the market area without replacing barricades will be considered in violation of this rule and will be fined, as noted in compliance and enforcement. All vendors must vacate market premises by 1:30PM.

VIII. Market Manager / Market Staff Authority

- a. The Market Manager has ultimate on-site authority. All rules of the market are enforced by the Market Manager, Market Staff, and the Ames Chamber of Commerce. Complaints or problems should be directed to the Market Staff in a timely manner. The Market Manager reserves the right to make exceptions to market rules.
- b. If a vendor does not abide by the rules of the market or comply with federal, state and local regulations, the Market Manager may take any action deemed necessary, up to and including the suspension or expulsion of vendors from the market.
- c. Market Manager and/or Market Staff will evaluate vendors using the On-site Vendor Compliance Checklist. Checklist includes written notice of compliance, notice & fines. Evaluation frequency is made at the discretion of the Market Manager, Market Staff, or the Ames Chamber of Commerce.
- d. Market Manager and/or Market Staff will visit a percentage of vendor farms or places of production.
- e. Customer compliments and complaints from other vendors will be communicated to vendors and kept on file at Ames Chamber of Commerce. Complaints may result in further inquiry or disciplinary action including up to and removal from market premises.

IX Miscellaneous

- a. *Pets* are not allowed in vendor booths with the exception of service animals. Posting of pets/animals for sale is not allowed. In addition, the sale of live animals is not allowed on market premises.
- b. Smoking is prohibited by all market vendors on Market premises.
- c. *Parking- Parking location: Depot Lot TT (1 block west of market located just west of Kosama building)*. Vendors may not park on Main Street between Duff Avenue and Grand Avenue nor may they park on Burnett Street between Main and 5th.

Ames Main Street Farmers' Market 2019 Vendor Application/Agreement

Applications are due by February 4, 2019. Applications received after 2/4/19 will be placed as space allows.

Section A

Name(s): _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip _____ Code: _____

Phone (Daytime): _____ (Evening): _____

Cell Phone: _____

E- Mail: _____

Vendor Type: _____ Full _____ or _____ Occasional? _____
 _____ If occasional, what dates are you available? _____

Please mark your primary category with an "x"
 (see Rules Section V for category descriptions):

_____ Category I (\$400 seasonal, \$35/day occasional) -Complete Section B
 _____ Category II- Prepared Foods (\$475 seasonal, \$50/ day occasional)- Complete Section C

Section B – Category I Vendors

Please mark the items you intend to sell at the Ames Main Street Farmers' Market

Vegetables / Small Fruits / Orchard Fruits

<input type="checkbox"/> Asparagus	<input type="checkbox"/> Cucumbers	<input type="checkbox"/> Okra	<input type="checkbox"/> Spinach
<input type="checkbox"/> Apples	<input type="checkbox"/> Currants	<input type="checkbox"/> Onions- Green	<input type="checkbox"/> Soybeans
<input type="checkbox"/> Beans	<input type="checkbox"/> Eggplant	<input type="checkbox"/> Onions- Dried	<input type="checkbox"/> Squash
<input type="checkbox"/> Beets	<input type="checkbox"/> Elderberries	<input type="checkbox"/> Nuts	<input type="checkbox"/> Strawberries
<input type="checkbox"/> Blackberries	<input type="checkbox"/> Garlic	<input type="checkbox"/> Peas	<input type="checkbox"/> Sunflowers
<input type="checkbox"/> Bok Choy	<input type="checkbox"/> Gooseberries	<input type="checkbox"/> Pea Pods	<input type="checkbox"/> Tomatoes
<input type="checkbox"/> Broccoli	<input type="checkbox"/> Gourds	<input type="checkbox"/> Peaches	<input type="checkbox"/> Turnips
<input type="checkbox"/> Brussels Sprouts	<input type="checkbox"/> Grapes	<input type="checkbox"/> Pears	<input type="checkbox"/> Watercress
<input type="checkbox"/> Cabbage	<input type="checkbox"/> Greens	<input type="checkbox"/> Peppers	<input type="checkbox"/> Watermelon
<input type="checkbox"/> Cantaloupe	<input type="checkbox"/> Herbs	<input type="checkbox"/> Plums	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Carrots	<input type="checkbox"/> Huckleberries	<input type="checkbox"/> Potatoes	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Cauliflower	<input type="checkbox"/> Indian Corn	<input type="checkbox"/> Pumpkins	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Cherries	<input type="checkbox"/> Kohlrabi	<input type="checkbox"/> Radishes	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Corn- Sweet	<input type="checkbox"/> Leeks	<input type="checkbox"/> Raspberries	
<input type="checkbox"/> Corn- Popcorn	<input type="checkbox"/> Lettuce	<input type="checkbox"/> Rhubarb	
<input type="checkbox"/> Cranberries	<input type="checkbox"/> Mushrooms	<input type="checkbox"/> Rutabaga	

Bakery Goods

- Cookies
- Brownies
- Cakes
- Pies
- Breads
- Other: _____

Meats and Poultry

- Beef
- Pork
- Chicken
- Eggs
- Other: _____
- Other: _____

Dairy Goods

- Milk:
- Yogurt:
- Other: ___
- Other: ___

All Other Food Items

- Honey
- Salsa
- Jams/Jellies
- Morels
- Dried Spices & Seasonings
- Other: _____
- Other: _____

All Other Products

- Bedding Plants
- Hanging Baskets
- Nursery Stock
- Cut Flowers
- House Plants
- Pet Treats/Pet Foods
- Wine

Dairy Goods

- Other: ___
- Other: ___
- Other: ___
- Other: ___

Site(s) where products are grown or produced: _____

Are you a Certified Organic grower/producer (USDA Organic)?

- No
- Yes

Certificate No: _____

Issued By: _____

Are you a chemical-free grower/producer?

- No
- Yes

Category 1 (Craft/Artisan) Vendors

Please describe the items you wish to sell at the Ames Main Street Farmers' Market:

Crafters/Artisans- Please submit pictures of the items or item types you are creating along with your application

Stall Plans

How many tables are you going to set up?

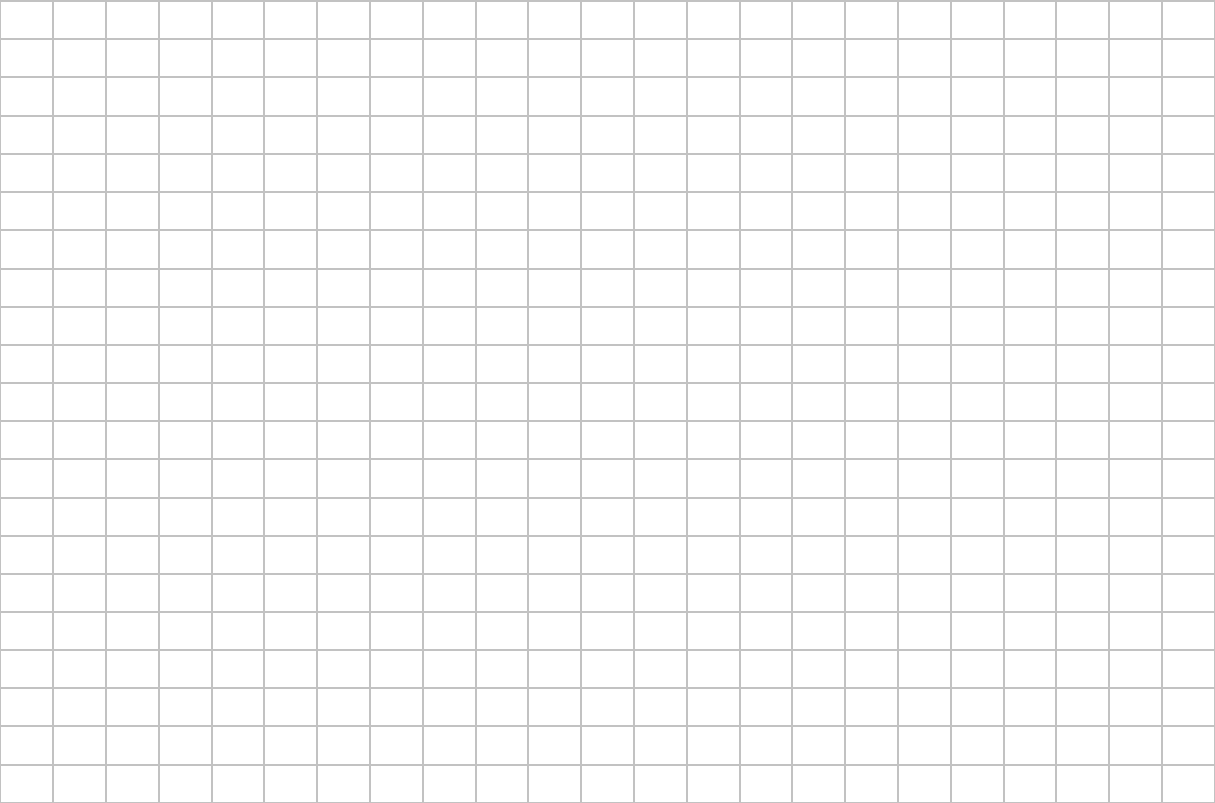
What are the dimensions of each table?

Are you going to set up a tent? If so, what is the size?

Will anything be on display outside the parameters of the tent?

Additional stall space comments:

Sketch a basic diagram of your anticipated booth layout along with dimensions



Ames Main Street Farmers' Market 2019 Vendor Agreement/Application

WHEREAS, Ames Chamber of Commerce promotes a Farmers Market in downtown Ames, Iowa;

WHEREAS, _____, (“Vendor”) wishes to rent a booth from Ames Chamber of Commerce, and _____

THEREFORE, in consideration of the lease of the booth and other good and valuable consideration, the parties agree as follows:

1. Vendor agrees to pay Ames Main Street Farmers' Market required fee, as rent for a booth space during the 2019 Farmers Market, plus the annual non-refundable \$20 application fee.

2. Vendor agrees to purchase and have a certificate of general commercial liability insurance with \$500,000 limits & name Ames Chamber and Commerce and City of Ames as additional insured's and certificate holders. Certificate must be on file at Ames Chamber of Commerce prior to vending at the Ames Main Street Farmers Market. **We require each vendor to furnish proof of insurance after Market acceptance.**

3. Vendor agrees to indemnify and hold harmless Ames Chamber of Commerce and the City of Ames, and their employees, officers, directors, successors and assigns, against and from all of the following in connection with the 2019 Farmers Market.

(a) ALL claims, demands, actions and causes of action, together with the costs and expenses, including attorney fees of defending such a claim, resulting or arising from any claimed loss or damage to persons for injury or death or in property which may be due or result from the installation, occupancy, operation, use, maintenance or repair of any stand, bay, booth or other installation or structure of any kind.

(b) ALL claims, demands, actions and causes of action, together with the costs and expenses, including attorney fees of defending such a claim, resulting or arising from any claimed damage from consumption of products, food or goods which are sold, obtained, received or acquired from any booth or other installations of any kind leased to the Vendor.

4. Vendor shall pay Ames Chamber of Commerce the full amount of any loss or damage including, but not limited to court costs and attorney fees, which it may sustain, incur or become liable for defending or prosecuting any action or claim arising from this Agreement.

5. Vendor agrees to obtain at Vendor's cost all licenses and permits required by the City of Ames and State of Iowa, and to provide Ames Chamber of Commerce copies of all such licenses and permits.

6. Vendor agrees to obtain at Vendor's cost an Iowa sales tax permit and to cause to be collected and paid to the State of Iowa all applicable sales and local option taxes. Vendor will provide Ames Chamber of Commerce a copy of paid sales tax permit. If Ames Chamber of Commerce is required to remit any sales or local option taxes to the State of Iowa as a result of sales by the Vendor, the Vendor shall reimburse Ames Chamber of Commerce for such amounts, including interest.

and penalty, together with any costs and expenses, including attorney or accountant fees, which Ames Chamber of Commerce may incur with respect to such tax.

7. Vendor has received, understands, and agrees to follow all rules and regulations set forth by the Ames Main Street Farmers Market as stated in the 2019 Rules and Regulations for this Farmers' Market.

8. The laws of Iowa shall govern this Agreement and be binding upon the parties hereto.

Dated this _____ day of _____, 2019, and agreed to by:

Vendor Name (please print)

Vendor (authorized signer) Signature

Please sign this agreement and submit along with the non-refundable \$20 application fee to:

Ames Main Street Farmers' Market
304 Main
Ames, IA 50010

You may also email this application to amesfarmersmarket@ameschamber.com with credit card information to cover the application fee.

Ames Main Street Farmers' Market 2019 Application Payment

Payment Method

Check
 Credit Card

Amount Paid

\$20 Ames Main Street Farmers' Market Application Fee

Check Information - Please make checks payable to Ames Main Street Farmers' Market and send to:

Ames Main Street Farmers' Market
304 Main
Ames, IA 50010

Credit Card Payment

Visa
 MasterCard

Card Number _____

Expiration Date _____

Name on Card _____

Security Code _____

Signature _____