

Ames Main Street Farmers' Market

2023 Vendor Rules, Application, and Agreement



Address

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

Market Manager

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

2023 Ames Main Street Farmers' Market Rules & Regulations

By submitting the 2023 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 2023 Ames Main Street Farmers' Market will operate every Saturday beginning May 6th through October 14th, 2023.
- b. **Hours of Operation** - The market operates from 8 AM-12:30 PM. No sales can be made before 7:45 AM and after 12:40 PM. Vendors may, however, sell to any customer who is in line prior to 12:40 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. 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 or service providers. Anyone who is not personally growing or making the products they will be selling at the Market. No Political or Religious-based organizations are eligible to apply.

III. Market Fees

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

Category	Full-Time	Occasional
I. Iowa Grown Farm Products Fresh Floral Value Added Items - Bakery	\$450	\$35 per day \$25-6+ days \$20-12+ days
II. Handcrafted Artisan Items	\$450	same as Category 1
III. Prepared Food	\$550	\$50 per day \$40 - 6+ days
IV. Non-Profit	n/a	\$20 per day

- c. **For an additional 10 feet of Vendor space there will be an additional \$350 charge.**
- d. **Occasional Vendors in Category I & II who will commit to and prepay for 6 or more dates will receive incentive rates of \$25 per day. Prepared Foods, Category III will have the rate of \$40 per day. 12+ visits for Category 1 & II, will be \$20 per day. Category III - 12 + visits will be \$30 per day.**
- e. **Fee Due Dates** - Application fee must be submitted at the time of application. Seasonal fees for full time vendors are due prior to the start of the Market, May 6, 2023. 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.
FullTime Vendors - If cancellation is made before April 15th, 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.
Occasional Vendors - Occasional vendors are eligible for a refund if cancellations are made 48 hours prior to the start of each market.

Reliability and punctuality are crucial to running a successful market. The entire market is affected if a vendor does not show up. Vendors are asked to call or email 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. Please call or text 515-520-0702 if you are unable to attend.

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 should be 8-inches x10-inches or larger and must be legible.
- b. **Posting Price and Product Info** - Vendors should clearly label the name 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. 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 weights will be needed to keep everyone safe. 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 transferable 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. Your insurance agent may email them to amesmarket@gmail.com or mail them to the Ames Chamber of Commerce.

Ames Chamber of Commerce
304 Main St.
Ames, IA 50010

City of Ames
515 Clark Ave.
Ames, IA 50010

- 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 vendor 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.
- k. **Retail Tax Questions** - Contact the Iowa Department of Revenue at 515-281-3114.
- l. **Food Licensing Questions** - Contact the Iowa Department of Inspections & Appeals at 515-281-7102.

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 created by Vendor.
3. **Value Added Items** - Honeys, mustards, salsas, jams, meats, eggs, cheese, poultry, etc. made or grown by Vendor.
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. No Political or Religious Groups.
- 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. No Person shall engage in solicitation, collection drives, political or religious activities in the Market area.
- e. **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.
- f. **Stall Set-Up and Tear Down**
- i. Stall set up
 1. Vendors may begin setting-up any time after 6:00 AM. for check in and market stall assignment. If a vendor arrives after 7:45 am they will have to walk in their items and not be allowed to drive in the Market.
 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. This will help us keep the streets from being too congested.** No vehicles are allowed in market area from 7:45 AM to 12:30 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.
 4. **Please do not put your merchandise on the sidewalks, keep your products on the street.**

- ii. **Stall tear down - Vendor tear down may not begin before 12:30 pm. Vendors may not enter the market until the Barricade Monitor is there to open the barricade.** 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 1:30 PM.

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 complaints from customers or 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 if you vend fresh produce or baked goods, 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.

Ames Main Street Farmers' Market 2023 Vendor Application/Agreement

Section A - All Vendors

Name(s): _____
Business Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone (Daytime): _____ Cell Phone: _____
E- Mail: _____

Vendor Type: Full Time _____ 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 - Growers / Producers (\$450 full time, \$35 per day – Complete Section B)
_____ Category II - Craft / Artisans (\$450 full time, \$35 per day) - Complete Section C
_____ Category II - Prepared Foods (\$550 full time, \$50 per day) - Complete Section D
_____ Category IV - Non-Profit Organization (\$20 per day)

Section B – Category I

Iowa Grown Farm Products, Fresh Floral, Bakery Vendors

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

Vegetables / Small Fruits / Orchard Fruits

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

Bakery Goods

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

Meats & Poultry

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

Dairy Goods

- _____ Milk
- _____ Yogurt
- _____ Other: _____
- _____ Other: _____
- _____ 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 Food
- _____ Wine

Section C – Category II

Craft / Artisan Vendors

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

Please submit pictures of the items or item types you are creating with your application.

Section D – Category III

Prepared Food Vendors

List the menu of items you wish to sell at the Ames Main Street Farmers’ Market:

Section E - Additional Information

Do you accept:

Credit Cards

Debit Cards

EBT Cards for SNAP (formerly known as food stamps)

FMNP for WIC & Seniors _____ Date of last training _____ Date of next training

Does your booth require electricity? *See Section IV(i)*

Yes and I would like to apply for a stall with electricity - \$25 for season (spaces are limited)

Yes and I am supplying my own generator

No

Comments:

Section F - 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? _____

Additional stall space comments: _____

Ames Main Street Farmers' Market 2023 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 2023 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 2023 Ames Main Street 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. 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 2023 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 _____, 2023 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 Street
Ames, IA 50010

You may also email the application to amesmarket@gmail.com with credit card information to cover the application fee.

Ames Main Street Farmers' Market 2023 Application Payment

Payment Method

Check

Credit Card

Amount Paid

\$20 Ames Main Street Farmers' Market Application Fee

----- Vendor Stall Fee (Optional but due by the start of the season, May 6th)

Check Payment

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

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

Application can be emailed to amesmarket@gmail.com

Credit Card Payment

Visa

MasterCard

Card Number _____

Expiration Date _____

Name on Card _____

Security Code _____

Signature _____