Wadsworth Farmer's Market Vendor Application 2019

To apply for a place at the Wadsworth Farmer’s Market (WFM), complete and sign this application and the “Hold Harmless Agreement.” Send this application and Hold Harmless Agreement to the address noted below by 4/26/19:
The Village of Wadsworth Farmers Market, 14155 West Wadsworth Rd, Wadsworth, IL 60083.

Commercial vendors whose application is not accepted due to the 10:3 ratio will receive a refund.

Name……………………………….. Phone #…………………………………….

Contact address………………………………………………………………………

Name of business…………………………….Business Phone………………

Business Address …………………………………………………………………………

E-mail ……………………………… Cell phone#……………………………………

Emergency Contact ……………………………. EMC Phone …………………

Please circle the best phone number for day time contact

Circle Dates Requested: 7/10 7/17 7/24 7/31 8/7 8/14

Please list all the items you are planning to sell; use additional sheets or the back of the application if necessary.

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AFFIDAVIT: By signing below, the undersigned agrees and affirms that:
1. They have the authority to apply their signature to this application on behalf of the applicant.
2. The Vendor agrees to sell or offer for sale at the Wadsworth Farmers Market only such items as are listed on this application and to the dates they have applied for.
3. All information provided in this application is correct and complete as to the best of their knowledge.
4. Acknowledges that they have read and understand the VENDOR RULES and agree to abide by all rules that have been established for the operation of the Wadsworth Farmers Market.

______________________________________________ / ________________________
Signature / Date
The Wadsworth Farmer's Market
Overview

The aim of both the Village of Wadsworth and the Wadsworth Farmer's Market (WFM) Management is to create a safe, enjoyable and profitable market for both the vendors and their customers -- the customers purchasing fresh, top quality goods and services not available in the local grocery stores, and the vendors having a safe pleasant environment to sell their goods. We are determined, with your help, to make our market a success. We understand the need for publicity to make the Wadsworth Farmer's Market (WFM) known to the community. We will be submitting articles weekly to the local press, updating both our website and Facebook page weekly, putting up posters and distributing handouts. You can help support our market by putting information on your website, distributing our handouts and telling your customers when you will be at our market. We will be having events and entertainment to bring in customers. If you have any suggestions regarding demonstrations or entertainment we would be delighted to have them. Please contact the Wadsworth Farmer’s Market Manager at WFM@villageofwadsworth.org.

The Wadsworth Farmer's Market (WFM) is held from 3-7pm from July 10th through September 25th, 2019. It is located at Wadsworth Park which is adjacent to Wadsworth Village Hall near the high traffic intersection of Wadsworth and Delany Roads in Wadsworth, IL. Amenities include a children's playground, a covered picnic shelter, limited electricity, plenty of parking and four port-a-potties.

The Wadsworth Farmers Market (WFM) is a Producers /Growers Market, defined as:

Vendors offering for sale articles for consumption, such as fruits, vegetables, edible grains, nuts and berries, apiary products, herbs, maple sugars, ciders, syrups, and/or non-edible articles such as cut or potted flowers, dried flowers, and plant materials, all of which articles having been raised and/or grown by the producers, members of their family or by persons in their employ. The WFM recognizes some farm produce can not be successfully grown in our area, such as blueberries, peaches, etc., and will allow 20% of a grower's produce to be purchased from growers in Illinois, Wisconsin, or Michigan. The purchased produce must have signage as to its origin, both the state and the grower;

Vendors who self-craft all of the items in their booth such as clothing, paintings, sculpture, jewelry, baskets, woodworks, etc.;

Vendors who personally create perishable/non-edible products such as handmade soaps, candles, etc. and/or provide services like knife sharpening or tailoring; and,

Vendors who provide food prepared on-site or off for immediate consumption or take-out at the market in compliance with Lake County Health Department rules and regulations.

Non-Producers/Commercial

The WFM will allow some non–producers, such as: Pampered Chef, Wild Tree Grape Oil, Juice Plus, pre-packaged tea, etc. (called commercial vendors) to sell at the market, at a 10:3 ratio (10 producer vendors to 3 commercial vendors). The commercial vendors are on a first come first served basis with products or services deemed suitable for a farmer’s market by the WFM management. Commercial vendors who apply will be notified when the required number of producer vendors has been attained. Refunds will be issued to commercial vendors whose applications are not accepted.
Service Organizations

Local not-for-profit organizations are invited to participate in the WFM subject to demand and availability at no cost. The group is subject to all the market rules. The group may not sell items which compete with those of the participating vendors. Groups should submit a written application requesting specific dates.

Stall Assignment, Set-up and Stall Clean-up

The Wadsworth Market Management assigns all stalls to the vendors. The management will consider the nature of the merchandise sold and assign stalls accordingly. Vendors that have committed to the full season participation will have priority at the same location. At the discretion of management, stall location changes during the season are possible. Stall set-up is from 1:30 p.m. to 2:45 p.m. and take down is at 7:00 p.m. All vendors are responsible for cleaning up their stalls and placing waste in the provided containers before leaving. The vendor will be charged for any damage they are responsible for on public or private property. Vendors are expected to supply their own furnishings, Tent or canopy, tables and chairs.

Costs for the market are as follows:

Producers:
For the full 12 week season @ $10 per week = $120. If paid by to April 26th 2019, $110.
For ½ a season (6 weeks or more) @ $10 per week with a $5 discount if paid by April 26th 2019.

Commercial:
For the full 12 week season @ $15 per week = $180. If paid prior to April 26th 2019, $165.
For ½ a season (6 weeks or more) @ $15 per week with a $7 discount if paid by April 26th 2019.

Weekly vendors:
Will register for the requested dates at least 10 days in advance.
$10 for producers; $15 for commercial.

A considerable amount of research time and effort has gone into planning and creating the Wadsworth Farmer’s Market. We encourage and are willing to take under advisement any suggestions to improve our market for the future. Feel free to contact the Market Management with questions or suggestions at: WFM@villageofwadsworth.org
Wadsworth Farmers Market Rules

Producer
The Wadsworth Farmers Market (WFM) is a Producers /Growers Market, defined as:

Vendors offering for sale articles for consumption, such as fruits, vegetables, edible grains, nuts and berries, apiary products, herbs, maple sugars, ciders, syrups, and/or non-edible articles such as cut or potted flowers, dried flowers, and plant materials, all of which articles having been raised and/or grown by the producers, members of their family or by persons in their employ. The Wadsworth Farmers Market (WFM) recognizes some farm produce can not be successfully grown in our area, such as blue berries, peaches, etc., and will allow 20% of a grower's produce to be purchased from growers in Illinois, Wisconsin, or Michigan. The purchased produce must have signage as to its origin, both the state and the grower.

Vendors who self-craft all of the items in their booth such as clothing, paintings, sculpture, jewelry, baskets, woodworks, etc.

Vendors who personally create perishable/non-edible products such as handmade soaps, candles, etc. and/or provide services like knife sharpening or tailoring.

Vendors who provide food prepared on-site and/or off site for immediate consumption or take-out at the market, compliant with Lake County Health Department rules and regulations.

Non-Producers
The WFM will allow some non–producers, such as: Pampered Chef, Wild Tree Grape Seed Oil, Juice Plus, pre-packaged tea, etc. (called commercial vendors), to sell at the Market, at a 10:3 ratio, (10 producer vendors to 3 commercial vendors). The commercial vendors are on a first come first served basis with products or services deemed suitable for a farmers market by the WFM management. Commercial vendors who apply will be notified when the required number of producer vendors has been attained. Refunds will be issued to commercial vendors whose applications are not accepted.

Service Organizations
Local not-for-profit organizations are invited to participate in the WFM subject to demand and availability at no cost. The group is subject to all the market rules.
The group may not sell items which compete with those of the participating vendors. Groups should submit a written application requesting specific dates.

Signage
All items for sale must be clearly marked with their retail price. Prices may be posted on the product with an individual sign or posted as a list of prices on a large sign or board. Growers who have purchased items not easily grown in this area must display information as to the origin of the purchased items plus price.
State Laws
Vendors and their employees are responsible for informing themselves about and complying with federal, state, and local health regulations and licensing requirements governing the production, display, distribution, sampling, and sale of their products and any applicable taxes. The Lake County Health Department has the information posted on their website www.lakecountyil.gov/health. Please note the information regarding the 2012 Cottage Laws, which are applicable to food vendors at Farmers Markets.

Tax questions shall be directed to the IL Department of Revenue – Special Events Unit – at 847.294.4475 or rev.specialevents@illinois.gov. The Village of Wadsworth’s Location Code is 049-0026-1 for sales tax collection purposes.

Vendors selling food for consumption or take-out at WFM will display their valid Lake County Health Department Permit for 2019.

Apiary products, maple sugar or syrup and processed food will be labeled in accordance with state standards for labeling.

State certified scales must be used for articles sold by weight in accordance with the established standards for weight in the State of Illinois.

Ownership of articles for sale must not be in dispute.

Vendor conduct
Vendors are expected to behave courteously toward customers, other vendors, market staff, and volunteers, and to conduct themselves professionally. Vendors may not publicly disparage other vendors or products. Vendors are not permitted to use the following techniques while at the market: hawking, calling attention to products in a loud, repetitive public manner, and selling products in an aggressive way. When aisles are particularly crowded, standing in the aisles while providing samples to customers is not permitted.

Equipment:
Vendors must supply their own booths and/or tables or chairs. Booths and tables must not be a hazard to the public or other vendors. All canopies, tents, umbrellas, etc. must always be securely anchored.

Vendors with on-premise prepared foods and baked goods are required to have a full canopy covering their booth. An umbrella is satisfactory if it is sufficiently weighted and covers the entire table area.
Organic Labeling
Vendors advertising as “Organic”, or “Unsprayed”, or “Natural”, etc. do not require certification by any recognized certification agency. Only those who have in fact been certified by the Department of Agriculture may use the phrase “Certified Organic”. All vendors are required to advertise truthfully and to respond to customer’s questions in a like manner. Wholesale brokers will not be allowed. Selection is made on the basis of quality and freshness.

Verification and Inspections
Vendors designated as producers agree to the inspection of their production premises should WFM deem it necessary to verify the vendor’s claims as to the production and/or location of the produce or items for sale. Representatives of the WFM shall have the right to conduct an inspection of the production site of the goods sold by a vendor at the market. An inspection may include ownership information, and any other information relevant to verifying the vendor’s claims as to production, product origin and legitimacy. The owner/operator must be on hand and assist during site inspection. Date and time of inspection to be agreeable to the vendor and WFM representative.

Stall Assignment set up and take down
All stalls are assigned to the vendors by the Wadsworth Market management. The management will consider the nature of the merchandise sold and assign stalls accordingly. Vendors who have committed to the full season participation will have priority at the same location. At the discretion of management, stall location changes during the season are possible. Stall set-up is between 1:30 p.m. to 2:45 p.m. and take down is at 7:00 p.m.

Vendors are required to stay at the market until 7 pm unless sold out. Vendors who sell out of all products prior to the 7 pm time may leave quietly, unobtrusively, slowly and safely.

Clean up
All vendors are responsible for cleaning up their stalls and placing waste in the provided containers before leaving. The vendor will be charged for any damage they are responsible for on public or private property.

Soliciting
Soliciting for money, handing out of fliers, etc. is prohibited at the market unless approved in advance by the Market Director.

Pets
Customer's pets are allowed at the market if leashed and under control. Any pets presenting a problem will be required to leave. Vendors may not bring their pets to the market. Service animals are permitted. The trade of live animals is not permitted.
Attendance
All vendors participating in the Market on a full season basis shall attend weekly. Full season vendors will be charged for a full season regardless of dates dropped. Vendors are expected to attend all Market sessions they have applied for, rain or shine. Vendors are to provide, where possible, at least 48 hours notice for any date that they will not be in attendance by leaving a message for the Market manager at 847-336-7771 or via email to the Farmers Market Manager at WFM@villageofwadsworth.org. Cancellations on the day of the market must be phoned in by noon to facilitate the attending vendors stall assignments. If Market days are missed without proper notification, the vendor’s space will be reassigned. Vendors may not sublease their space to another vendor. If you will be arriving past set up time and are aware of it in advance, please contact the market manager prior to market set up.

Cancellation
Two absences without notification shall result in the revocation of the vendor’s Market booth space and no portion of the Market fee will be refunded.

Hold Harmless Agreement/Waiver.
Vendors will sign and agree to the hold harmless waiver. The Village of Wadsworth and WFM management are not responsible for theft or damage to property or equipment from stalls or elsewhere in the market.

Consequences and Enforcement of Rules
Vendors violating rules will be warned verbally on the first occasion, given a written warning on the on the second, fined $50 on a third occasion and expelled from the market for any subsequent violation. Vendors must cooperate with the Wadsworth Market Management and obey all rules.
1. This Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement is hereby incorporated into and made a part of the agreement between the Village of Wadsworth and (Name of Individual/Business)

____________________________________

Dated this __________ day of ______________________________, 2019.

2. _______________________________________________________ hereby Releases, Waives, and

(Name of Individual/Business)

Covenants not to sue, and further agrees to indemnify, defend and hold harmless the Village of Wadsworth and its elected officials, employees, contractors, and agents, police, fire and/or safety personnel of the Village of Wadsworth, and the owners of the property on which the Event takes place; law enforcement and public safety agencies providing support for the event; and each of their respective officers, directors, partners, shareholders, members, agents, employees, and volunteers (Individually and collectively the “Released Parties”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate in any way to the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Release Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim.

3. I understand that I am not an employee of the Village for this any other activity related to the Event and agree that I will not hold myself out as an employee of the Village. Additionally, I understand that I, and the other performers and participants in this Event are solely responsible for our equipment, preparation, safety, and the safety of others by virtue of our participation in the Event.

4. I hereby warrant that I have read this Agreement carefully, and understand its terms and conditions. I acknowledge that I have signed this Agreement without any inducement, assurance, or guarantee. I accept the terms and conditions of this Agreement unconditionally. I understand that this Agreement represents the complete understanding between the parities regarding these issues and that if any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

PRINT NAME: _____________________________________________

Address: ______________________________________________________________

Phone: ___________________

Signature: ____________________________________ Date: _______________________