

Wadsworth Farmer's Market Vendor Application 2020

To apply for a place at the Wadsworth Farmer's Market, please complete and **sign** this application and also the *Hold Harmless Agreement*. Send this application and the *Hold Harmless Agreement*, along with applicable fee(s) (see Market Overview) - to the address noted below:

Village of Wadsworth Farmer's Market, 14155 West Wadsworth Road, Wadsworth, IL 60083

A commercial vendor whose application is not accepted due to the 10:3 ratio will receive a refund.

Name Telephone Number

Contact Address

Name of Business Business Telephone

Business Address

E-Mail Cell Phone Number

Emergency Contact (EC) EC Telephone Number

Please circle the best telephone number for daytime contact.

Circle Dates Requested: 6/10 6/17 6/24 7/1 7/8 7/15 7/22 7/29 8/5
8/12 8/19 8/26 9/2 9/9 9/16 9/23 9/30

Please list all of the items that you are planning to sell; use an additional sheet or the back of this application, if necessary.

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.....

AFFIDAVIT: By signing below, the undersigned agrees and affirms that:

1. He/she is authorized to apply his/her signature to this application on behalf of the applicant.
2. The vendor agrees to sell or offer for sale at the Wadsworth Farmer's Market only those items that are listed on this application, and only on the dates for which he/she has applied.
3. All information provided in this application is correct and complete to the best of his/her knowledge.
4. Vendor acknowledges that he/she has read and understood the *Vendor Rules* and further agrees to abide by all of the applicable rules that have been established for the operation of the Wadsworth Farmer's Market.

_____ / _____

Signature

Date

**VILLAGE OF WADSWORTH
2020 WEEKLY FARMER'S MARKET (JUNE – SEPTEMBER)
VENDOR
WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

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 _____, 2020.

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 or any other activity related to the Event and I 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 that I 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 parties 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: _____

Full Address: _____

Telephone Number(s): _____

Signature: _____ Date: _____

Wadsworth Farmer's Market Overview (2020)

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 participating vendors and their customers. The vendors should have a safe and pleasant environment in which to sell their goods and services, and the customers should be able to purchase fresh, top-quality goods and services not readily available in local grocery stores and businesses.

The Village and WFM Management are determined, with your help, to make our annual market a financial and communal success. We understand the need for publicity to make the WFM known to the wider community. We will therefore regularly update our websites and Facebook pages, put up posters, and distribute handouts, etc. You can help support our WFM by putting applicable information on your own websites, distributing our handouts, and telling your customers when you will be at our WFM. We will also provide and host special events and entertainment to bring in new customers. If you have any particular suggestions regarding applicable demonstrations, events, or entertainment, we would be delighted to receive them. To do so, please contact the WFM Manager at WFM@villageofwadsworth.org.

In 2020, the WFM will be held on Wednesdays, from 3:00 p.m. to 7:00 p.m., from June 10th through September 30th, 2020. The WFM will be located in Wadsworth Community Park, which is adjacent to Wadsworth's Village Hall, near the high traffic intersection of Wadsworth and Delany Roads in Wadsworth, IL (address: 14155 West Wadsworth Road, Wadsworth, IL 60083). Amenities include a children's playground, a large covered picnic shelter, limited electricity, plenty of parking, and four port-a-potties.

A Producer's / Grower's Market

The WFM is a producer's / grower's market. Accordingly, vendors will offer for sale various 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, potted, or dried flowers, or plant materials, all of which have been raised and / or grown by the producers, members of their families, or by persons in their employ.

The WFM recognizes that some farm produce cannot be successfully grown in our area, such as blueberries, peaches, etc., and thus the WFM will allow up to 20% of a grower's produce to be purchased from other growers in Illinois, Wisconsin, or Michigan. However, the purchased produce must have clear signage as to its origin, both the state and the grower.

Vendors who self-craft all of the items in their booths, such as clothing, paintings, sculpture, jewelry, baskets, woodworks, etc., may also participate in our WFM.

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

Finally, vendors who provide food prepared either on-site or off-site for immediate consumption or for take-out, in compliance with the Lake County Health Department's rules and regulations, may set up within the WFM.

Non-Producers / Commercial

The WFM will allow some non-producers, such as Pampered Chef, Nothing Bundt Cakes, etc. (called commercial vendors), to sell at the WFM at a 10:3 ratio (that is, 10 producer vendors to 3 commercial vendors). The commercial vendors may participate on a first-come, first-served basis, providing products or services that are 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 all commercial vendors whose applications are not accepted.

Service Organizations

Local not-for-profit service organizations are also invited to participate in the WFM, subject to demand and availability, at no cost. The organization is subject to all of the WFM's rules. Furthermore, the organization may not sell any items or services that compete with those of the participating vendors. Such organizations must submit a written application requesting specific participation dates.

Stall Assignments, Set-Up, and Clean-Up

Vendors must supply their own furnishings, tents, canopies, tables, chairs, etc. The WFM Management will assign all of the stalls to the vendors. The WFM Management will consider the nature of the merchandise or services sold and then assign the stalls accordingly. Vendors who have committed to full-season participation will have priority at the same location. At the discretion of WFM 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 any waste in the provided containers before leaving. Vendors will be charged for any damages to public or private property for which they are responsible. Finally, vendors failing to comply with these assignment, set-up, and clean-up rules may be prohibited from participation in future markets.

WFM Participation Costs

The applicable costs for WFM participants are as follows:

Producer:

For the full 17-week season @ \$10 per week = \$170. However, if paid by May 1, 2020, \$150.

For a half-season or more (9 weeks or more) @ \$10 per week. However, if paid by May 1, 2020, receive a \$10 total discount.

Commercial:

For the full 17-week season @ \$15 per week = \$255. However, if paid by May 1, 2020, \$225.

For a half-season or more (9 weeks or more) @ \$15 per week. However, if paid by May 1, 2020, receive a \$15 total discount.

Weekly Vendor:

You must register for the requested date(s) at least ten (10) days in advance.

\$15 per week for a producer; and \$20 per week for a commercial vendor.

Please know that a considerable amount of preparation time and effort has gone into planning and creating the WFM. We encourage, and are willing to take under advisement, any suggestions that you may have to improve our WFM in the future. Please feel free to contact the WFM Management with any questions or suggestions at:

WFM@villageofwadsworth.org

Wadsworth Farmer's Market Rules 2020

Producer

The Wadsworth Farmer's Market (WFM) is a Producer's / Grower's 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, dried, or potted flowers, and plant materials, all of which have been raised and / or grown by the producers, members of their family, or by persons in their employ. The WFM recognizes that some farm produce cannot be successfully grown in our area, such as blueberries, peaches, etc., and thus the WFM will allow up to 20% of a grower's produce to be purchased from growers in Illinois, Wisconsin, or Michigan. However, such 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 booths, such as clothing, paintings, sculpture, jewelry, baskets, and 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 either on-site or off-site for immediate consumption or for take-out that is compliant with the Lake County Health Department's rules and regulations.

Non-Producers

The WFM will allow some non-producers, such as Pampered Chef, Nothing Bundt Cakes , etc. (called commercial vendors), to sell at the WFM at a 10:3 ratio (that is, 10 producer vendors to 3 commercial vendors). The commercial vendors are permitted on a first-come, first-served basis, and these may provide 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 service organizations are also invited to participate in the WFM, subject to demand and availability, at no cost. The organization is subject to all of the WFM's rules.

Furthermore, the organization may not sell any items or services that compete with those of the participating vendors. Finally, such an organization must submit a written application requesting the specific date(s).

Signage

All items and services for sale must be clearly marked with their retail prices. Prices may be posted on the product or for the service with an individual sign or posted as a list of prices on a large sign or board. Growers who have purchased items that are not easily grown in this area must display information as to the origins of the purchased items, plus the prices.

State Laws

Vendors and their employees are responsible for informing themselves about, and complying with, all federal, state, and local health regulations and licensing requirements governing the production, display, distribution, sampling, and sale of their products and services, as well as any applicable taxes. The Lake County Health Department has the requisite information posted on its website www.lakecountyil.gov/health. Please note the special information regarding the 2012 Cottage Food Operation Laws, which are applicable to food vendors at farmer's markets.

Tax questions must be directed to the Illinois 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 immediate consumption or for take-out at the WFM must display their valid Lake County Health Department Permit for 2020.

Apiary products, maple sugar or syrup, and processed food must be labeled in accordance with the State of Illinois' 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.

Finally, the ownership of articles held out for sale must not be in dispute.

Vendor Conduct

Vendors are expected to behave courteously towards customers, other vendors, WFM staff, and volunteers, and also to conduct themselves professionally at all times. Vendors may not publicly disparage other vendors or their products or services. Vendors are not permitted to use the following techniques while at the market: hawking; calling attention to products in a loud,

repetitive public manner; or selling products or services in an aggressive way. When the aisles are particularly crowded, standing in those aisles while providing samples to potential customers is not permitted.

Equipment

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

Vendors with on-premise prepared foods and baked goods must have full canopies covering their booths. An umbrella is satisfactory if it is sufficiently weighted and covers the entire table area.

Organic Labeling

Vendors advertising as “Organic”, “Unsprayed”, or “Natural”, etc. do not require certification by any recognized certification agency. Only those who have in fact been certified by the Illinois Department of Agriculture may use the phrase “Certified Organic”. All vendors must advertise truthfully and respond to customer questions in a like manner. Wholesale brokers will not be allowed to participate in the WFM.

Verification and Inspection

Vendors designated as producers agree to the inspection of their production premises should the 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 WFM. An inspection may include ownership information and any other information that is relevant to verifying the vendor’s claims as to production, product origin, and legitimacy. The owner / operator must be on hand and assist during any site inspection. The date and time of any such inspection must be agreeable to both the vendor and the WFM representative.

Stall Assignments, Set-Up, and Take-Down

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

Vendors must stay at the WFM until 7:00 p.m., unless sold out. Vendors who sell out of all of their products prior to 7:00 p.m. may leave, but they must do so quietly, unobtrusively, slowly, and safely.

Clean-Up

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

Soliciting

Soliciting for money or handing out fliers, etc. within Wadsworth Community Park that pertains to matters other than those specifically addressing the WFM is prohibited in and around the WFM unless such activity is expressly approved in writing and in advance by the Wadsworth Village Administrator.

Pets

Customers' pets are allowed in and around the WFM if leashed and under control. However, any pets presenting a problem will be required to leave. Vendors may not bring their pets to the WFM. Service animals are permitted. The trade of live animals is not permitted.

Attendance

All vendors participating in the WFM on a full-season basis must attend weekly. Full-season vendors will be charged for a full season, regardless of any dates that are dropped. Vendors are expected to attend all WFM sessions that they have applied for, rain or shine. Vendors must provide, where possible, at least 48-hours' notice for any date that they will not be in attendance by leaving a message for WFM Management at 847-336-7771, or via e-mail to the WFM Manager at WFM@villageofwadsworth.org. Cancellations on the day of the WFM must be telephoned in by noon-time in order to facilitate the attending vendors' stall assignments. If WFM days are missed without proper notification, then the vendor's space will be reassigned. Vendors may not sublease their spaces to other vendors. If you will be arriving past the set-up time and are aware of such in advance, then please contact WFM Management prior to the set-up time.

Cancellations

Two vendor absences without notification will result in the revocation of the vendor's WFM booth space, and no portion of the WFM fee will be refunded.

Hold Harmless Agreement / Waiver

Vendors will sign and agree to the applicable hold harmless agreement / waiver. The Village of Wadsworth and WFM Management are not responsible for any theft or damage to property or equipment attributable to the stalls or elsewhere in the WFM.

Consequences and Enforcement of Rules

Vendors violating the WFM rules will be warned verbally on the first occasion, given a written warning on the second, fined \$50 on a third occasion, and expelled from the WFM for any subsequent violation. Vendors must cooperate with the WFM Management and obey all of the applicable rules.
