



2022 /2023

**Corner of Indiantown Rd. and Military Trail Jupiter Fl.
VENDOR APPLICATION AND RULES**

Prior to your participation in the market, you must complete and submit this application in its entirety. This application is for review purposes only.

We will contact you by email, after your application has been reviewed.

PLEASE SUBMIT ALL PAPERWORK VIA EMAIL TO:

jtownfm@yahoo.com

Safety Protocol

All customers/vendors/staff MUST stay home if they are sick or if someone in their household is sick. Vendors will not be permitted at the market if they experience any symptoms of illness.

All Vendors will be required to sign an Assumption of Risk, Waiver and Release of Liability Form.

Vendor Application

Name: (Last) _____

(First) _____

Business Name (If Applicable): _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: () _____ Cell: () _____

Licensed Kitchen address: _____

Who should we contact regarding any farmers market updates/issues?

Name: _____ Phone: _____

*Business Contact Email: _____

List the names of any person representing you at the Farmers Market (working at the market): _____

List of products you wish to sell: _____

Standard frontage is 10 feet; additional frontage may be purchased.

Daily: \$30. Monthly: \$100. location not guaranteed weekly. Monthly payments will secure same space and location.

All Vendors:

Fees must be paid in full by the Friday prior to the first market chosen either by Venmo, Certified check Moneyorder can be mailed c/o J-Town Farmers Market 905 Elm Street Jupiter, Fl. 33458.

Late fee of \$15 after Friday.

I will be onsite Friday and Saturday mornings from 8-12 to accept apps and payment.

GENERAL RULES & REGULATIONS

(Please read this form in its entirety. Please initial after each bullet point if you agree to abide by all Rules and Regulations of the J-Town Farmers Market.) Any vendor found to violate the market rules and regulations is subject to termination of contract, immediate removal from the market, and no refund.

***All official communications regarding cancellations, fees, policy changes, updates, or any further correspondence will be through e-mail. Initial here:**

- Fees are non-refundable once the vendor has been approved and assigned a market space. **Initial here:**
- All Vendors will be given specific direction in regards to the location where their vehicle can be parked. **Initial here:**
- All vendors must dispose of and remove their trash at the end of the market day. Use of City garbage receptacles is not allowed and is only for customers. Violators will be subject to a trash removal fee of \$100.00. **Initial here:**
- It is strongly recommended that all vendors maintain their own insurance to cover the extent of their operations. **Initial here:**
- All vendors will conduct themselves in a professional and courteous manner to all customers and other vendors. Shouting or hawking of products is prohibited. **Initial here:**
- No vendor may share his or her designated vendor space with any other vendor or any person not employed by the vendor or sublet his or her rented space at any time. Initial here:
- No smoking in or around your booth during market operating hours. **Initial here:**

WEATHER:

- The Market will be held rain or shine. In the event of closure due to severe weather or field flooding, all vendors will be notified by email: **Initial here:**
- Fee's will not be refunded for a market cancellation. **Initial here:**

SET UP & TEAR DOWN:

➤ All vendor products must be maintained within their allotted space and cannot infringe on another vendors space. All vendor areas must be kept clean. **Initial here: _**

➤ All vendors must bring in their own tables, chairs, tents, garbage pails, weights, etc. as needed for their booth. We do not supply these necessities.

Initial here:

➤ Each vendor shall be required to maintain his or her designated area in a safe condition and shall not create any hazardous conditions. Tents and umbrellas must always be properly weighted to ensure the safety of your staff and patrons. Only weights are to be used. **Initial here:**

➤ All grills will be inspected and approved by a Fire Inspector. **Initial here: _**

➤ All Generators must be approved by the Farmers Market manager. All Generators used must be a 'Quiet Generator' type. **Initial here:**

➤ All Banners and large signs must be approved before being posted at any booth. Feather Banners and Flags are not allowed. **Initial here:**

➤ Limited Electrical or Water hook up is provided. **Initial here:**

➤ Vendors are required to stay at their booths until 1:00pm. Vendors are not to leave before their designated time without prior approval by a Farmers Market Staff. **Initial here:**

➤ Each vendor must leave the vendor space clean and in orderly condition. All garbage and unsold goods must be removed from the market area by the vendor. All boxes and trash from each vendor must be removed and transported by the vendor. Onsite trash disposal is not provided. Failure to comply with this rule can lead to your removal from the market without refund. **Initial here:**

Food Vendors: We cannot tell you what permit(s) is required. Use the provided resources as your guide.

If you have questions regarding Food Establishment Permitting requirements, please contact:

FoodInsp@FDACS.gov

Division of Food Safety

3125 Conner Blvd., Ste. H

Tallahassee, FL 32399-1650

<https://www.fdacs.gov/Business-Services/Food-Establishments/Retail-Food-Program>

<https://www.fdacs.gov/Business-Services/Food-Establishments/Mobile-Food-Vendors>

<http://www.myfloridalicense.com/DBPR/business-and-profession-selection/>

<https://www.fdacs.gov/Business-Services/Food-Establishments/Cottage-Foods>

AGREEMENT

I have read and understand the terms and conditions described in this Application. I have reviewed, online, at the market's website and agreed to each of (the "Market") Rules and Regulations that follow, indicating that I agree to abide by said rules and regulations. Further, I understand that any violations of these rules will cause immediate revocation from the Market .

I agree to sell only those products approved by Market management, listed on application.

I acknowledge full responsibility for all my activities at the Market, as well as those assisting in my booth. I agree to defend, hold harmless and indemnify the landlord of the market site and Market management, J-Town Farmers Market LLC, its agents, successors or assigns from any liability, cost damage or expense that arise from my, my employee(s)' or my agent's involvement and operation in the Market or use of vendor's space.

I understand that the Market sites/locations, Market management and their representatives do not carry insurance policies to cover vendors and their products or rental space and that I am required to provide my own coverage.

I agree that prior to my participation as a vendor, I will provide Market Management with a copy of insurance policies for public liability and product liability in the amount of \$500,000 each, naming the landlord of the Market site, and the Market, its agents, successors and assigns as additional insured.

I understand that I will not be approved as a vendor until Management has received all documentation and fees, as scheduled and outlined herein.

I accept responsibility for payment of all miscellaneous items as part of this agreement. Terms are acceptable.

I accept that NO REIMBURSEMENT will be made for advanced fees paid if I decide to no longer participate in the Market or if I am banned from the Market.

I acknowledge that this agreement is a privilege, and that no leasehold, easement or other interest in land is conferred upon the vendor under the provisions hereof. The Market shall have the right to revoke this for any reason at the Market's sole discretion.

Electric is limited and will be available as it exists currently within the event site. No additional alterations or upgrades will be provided by the site landlord or the Market. All electric issues must be put in writing and addressed to Market Management.

Upon acceptance of my application, I agree to pay the revocable vendor fees as specified in the following Rules and Regulations, with a term expiring May 1, 2023. X" I have reviewed online and agree to the Rules and Regulations,

SIGNATURE: X _____ DATE _____

PRINT NAME: _____ BUSINESS NAME: _____

Hold Harmless

This Agreement is entered into on this X _____ day of X _____, 2022/2023 by and between J-Town Farmers Market and (“Lessor”) as checked below and X _____ (Lessee”), and the Parties hereby agree as follows:

1. Lessor agrees to rent to Lessee (market vendor listed on this application) the premises, which is located within the event site of the Market. Exact location (“Property”) may vary from time to time.
2. Lessee hereby agrees to fully indemnify, defend, save and hold harmless Lessor from, against, and in respect to any and all claims, charges, losses, damages, judgments, deficiencies, settlements, liabilities, expenses, and injuries (including, but without limitation, attorney’s fees) suffered or incurred, or which would be suffered, paid for or incurred by Lessor in connection with any and every claim, demand, right, or cause of action of whatever kind or nature, either in law or in equity, arising from Lessee’s use and presence on the Property.
3. Lessee further agrees to fully indemnify, defend, save and hold harmless Lessor in respect to any injuries suffered by Lessee, any of Lessee’s employees, agents, guests, customers, or invitees of Lessee, in connection with every claim, charge, loss, damage, judgment, deficiency, settlement, liability, expense and injury (including, but without limitation, attorney’s fees) suffered or incurred, or which would be suffered, paid for or incurred by Lessor in connection with any and every claim, demand, right, or cause of action of whatever kind or nature, either in law or in equity, arising from Lessee’s use and presence on the Property.
4. Lessee individually and on behalf of any of Lessee’s employees, agents, guests, customers, or invitees, hereby waives any and all rights to sue Lessor for any reason whatsoever, including but not limited to, condition of the Property, acts of persons or entities other than the Lessor, and for the acts of Lessor himself.
5. In summary, Lessee agrees to take full responsibility for the Property, for the actions of the Lessee, Lessee’s employees, agents, guests, customers and invitees and hereby agrees not to seek any reimbursement or legal or equitable liability against Lessor for any occurrences, injuries, or loss suffered at the Property, by any person whatsoever.

SIGNED: X _____ Date _____