

St. Alban's Farmers Market Application

[illegible]

St. Alban's Farmers Market Application

(Product List, con't.)	Arts/Crafts/Other:												
Growing Practices (for Farms) How would you describe your growing practices? (Certified organic, Non-certified but organically and/or sustainably grown, Conventional, etc.)													
All Vendors Please list the months of the year that you are interested selling at the Market.	<table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> January</td> <td><input type="checkbox"/> April</td> <td><input type="checkbox"/> July</td> <td><input type="checkbox"/> October</td> </tr> <tr> <td><input type="checkbox"/> February</td> <td><input type="checkbox"/> May</td> <td><input type="checkbox"/> August</td> <td><input type="checkbox"/> November</td> </tr> <tr> <td><input type="checkbox"/> March</td> <td><input type="checkbox"/> June</td> <td><input type="checkbox"/> September</td> <td><input type="checkbox"/> December</td> </tr> </table> <p>Currently, the Market moves indoors during the winter months.</p>	<input type="checkbox"/> January	<input type="checkbox"/> April	<input type="checkbox"/> July	<input type="checkbox"/> October	<input type="checkbox"/> February	<input type="checkbox"/> May	<input type="checkbox"/> August	<input type="checkbox"/> November	<input type="checkbox"/> March	<input type="checkbox"/> June	<input type="checkbox"/> September	<input type="checkbox"/> December
<input type="checkbox"/> January	<input type="checkbox"/> April	<input type="checkbox"/> July	<input type="checkbox"/> October										
<input type="checkbox"/> February	<input type="checkbox"/> May	<input type="checkbox"/> August	<input type="checkbox"/> November										
<input type="checkbox"/> March	<input type="checkbox"/> June	<input type="checkbox"/> September	<input type="checkbox"/> December										
Vendor Agreement	I submit that the information provided for my participation in the Market is accurate and complete. I have received, read and understand the St. Alban's Farmers Market Guidelines. I agree to abide by the provisions of the Guidelines and this application.												
Liability Insurance													
Signature/Date													

The completed application and photo may be submitted 3 ways.

Print and send to:

St. Alban's Farmers Market
 c/o St. Alban's Episcopal Church
 7514 Hixson Pike
 Hixson, TN 37343

Scan completed application and email attachment into one file. Email the file along with one photo of your products to stalbansmarket@gmail.com.

Starting May, you may bring the application to the Market in person during Market hours: Saturdays from 9:30 a.m. to 12:30 p.m.

Dan Sanders, Market Manager

General Market Information

1. Hours of operation are 9:30 a.m. until 12:30 p.m. every Saturday during the normal season (April through October). If the Market is cancelled due to uncontrollable circumstances, notifications will be sent.
2. Winter market will be determined.
3. The current Market fee is 10% of sales with a maximum fee of \$10.
4. Vendors must be farmers, gardeners or artist that reside within 100 miles of the Market.
5. This is a producer-only Market. Farmers/Vendors must sell products that they themselves have grown and/or produced. No Buy-Sell merchandise is allowed. Products made from purchased ingredients must be altered sufficiently to create a new product (value added, blended, embellished, or combined in such a way to make them different from the purchased ingredient).
6. The following items may be offered for sale at the Market: fruits, vegetables, farm-fresh eggs, plants, herbs, flowers, beef, pork, chicken, honey, and other farm products approved in advance by the Market Manager.
7. Value added items such as baked goods, breads, jams, meats, cheese, pickles, etc. are also welcomed as long as they meet the guidelines of the Tennessee Department of Agriculture. fProof of any required inspection and paperwork is required. If you have value added products, you must state if they come from a certified commercial kitchen or a non-certified cottage kitchen.
8. If Value-added consumables are NOT produced in a commercial or inspected facility, the Vendor must post a sign in their booth stating that the product(s) are from an uninspected, domestic kitchen. See manager for a sign.
9. Home-made soaps, candles, jewelry, pottery, baskets, woodwork, etc. are nice additions & welcome.
10. All Consumable and Topical value-added items must have labels with all ingredients as required by the Tennessee Department of Agriculture. This includes non-certified cottage kitchen products.

Yearly Application Process

1. There must be a current application on file for a vendor to participate in the Market.
2. Additions to products sold require notification & review.
3. Every vendor must sign a liability waiver the first day they sell at the Market and every year. This is a requirement of St. Albans Church.
4. Proof of Liability Insurance is required for all consumable and topical products produced in a commercial or inspected facility. General liability insurance is highly recommended and encouraged for all vendors.

Vendor Information

1. Vendors are **required** to respond each week to the email request for information by Thursday at 5 p.m. of their intent to participate at the next Market. This will facilitate correct advertising & space planning for that Saturday's Market.
 - a. If a Vendor does not respond to the email, they will not be added to weekly customer newsletter.
 - b. If a Vendor does not respond to the email and comes to the market to sell, they will be able to do so but MUST notify the Market Manager (or available representative) before they setup.

2. The Market Manager (or available representative) will determine Vendor location.
3. Setup begins 1 hour before the Market opens. Please arrive to allow sufficient time for your setup. Setting up after the Market is open is discouraged.
4. If you need more time for setup, please see the Market manager.
5. New vendors must check in with the Manager or available representative to be assigned a space prior to setting up. If you arrive early, WAIT.
6. All vendors must display a sign indicating their farm name and the town in which they farm. Farmers are also **encouraged** to post information about their farming practices.
7. Tent, Tent weights, tables, scales, bags, sacks, boards/shelves, baskets, signs, containers, change & chairs must be provided by the vendor.
8. Vendors may sell from the back of pick-up trucks if there is room and approved by Market rep.
9. Vendors must follow the set-up and take-down procedures provided for the safety and convenience of everyone at the Market.
10. Vendors who regularly sell out before the official end of the Market and wish to leave early will be positioned for a safe exit.
11. We ask that all Vendors adhere to a basic dress code, shirts, shoes, appropriate Market fare.
12. Vendors must follow health and safety guidelines as required by the Market.

Pricing/Selling:

1. Vendors will set their own prices. However, a Vendor using the Market to dispose of surplus products at prices **significantly below** prevailing Market prices is strongly discouraged.
2. Vendors must clearly mark the prices of all products.
3. **If approved by Market Manage**, Vendors may provide samples to customers. Any samples offered must be presented in a sanitary manner in compliance with food requirements.
4. A Vendor may sell product for someone else following these guidelines:
 - a. Both you & the person you are selling for are eligible & approved to sell at the Market (application, signed liability form and acknowledgement of guidelines).
 - b. The sales of your own product are at least 50% of your total sales.
 - c. The Manager or available representative has reviewed your request
 - d. You have signs posted informing the customers that the products are from another farm/vendor.

Tax Any applicable tax is the responsibility of each Vendor operating with a business license. Currently, sales tax is not required on products that are grown.

Permits & License

Any city, county, state, or other needed permit or license is the responsibility of the vendor.

Regulations

It is the responsibility of the Vendor to have knowledge of the regulations pertaining to their product. Vendors must stay up to date on all rules and regulations from the Department of Agriculture.

Sites to visit:

Farmer questions: Contact: Hal Pepper, Financial Analysis Specialist, Center for Profitable Agriculture.
Hal.pepper@utk.edu 931.486.2777

<http://www.cpa.utk.edu> There is good information about regulations.

<http://www.tn.gov/revenue> Look for Sales & Use Tax information.

Setup/Breakdown Procedures

As the Market continues to grow, there is a need for set-up guidelines to make the Market safer & more efficient:

1. Inner row of Vendors (closest to wooded area): Pull far enough up to allow for a second row of Vendors near the edge of the parking lot.
2. Try to stay in line with the other Vendors in your row.
3. Minimize the space between Vendors to allow for better Vendor placement.
4. If your vehicle is not required for your display, unload & move your car away from the main parking lot before setting up.
5. If you park in your space, you may not move your vehicle until the Market closes. If you sell out prior to Market closing, you must notify the Market Manager (or available representative). To maintain a safe Market environment, Vendors who regularly sell out are strongly encouraged to set up on the outer row.
6. Vendors are encouraged to remain at the Market until it is closed. It is unprofessional for the Market to disappear before closing. If there is special circumstance, please speak to the Manager or available representative who will help get you safely out.
7. Each Vendor is responsible for cleaning their space before the Vendor departs the Market each day. You must take your trash with you though one trash receptacle for small items will be available at the information stand.

Complaints

1. Complaints by customers or vendors must be reported directly to the Market manager (or available representative).
2. Please handle problems AFTER the market closes if possible.
3. Enforcement of market guidelines is the sole responsibility of the market manager and the committed. Any Vendor who is found non-compliant may lose their right to sell at this market.
4. All concerns or complaints regarding the rules of this market should first be discussed with the market manager, who will then address the committee.

Covid_19 Additional Vendor Guidelines will be required due to the Covid-19 situation. These Guidelines will be emailed to the vendors and posted at the Market.

I agree and will comply:

Vendor: _____ Date: _____



ST. ALBAN'S EPISCOPAL CHURCH
THE LITTLE CHURCH WITH A BIG HEART

Market Waiver
(All participants must sign this form)

PRIVATE INDIVIDUAL or COMMERCIAL BUSINESS (circle one)

If you are a Commercial Business, we need a copy of the Insurance and Business License.

Agreement by Vendor

In consideration of and as a condition to my being allowed to sell produce or other goods or items on the property of St. Alban's Episcopal Church in Hixson, Tennessee, I, for myself, and for my heirs, executors, administrators, assigns, and legal representatives:

- Hereby release and discharge St. Alban's Episcopal Church and its officers, directors, clergy, vestry members, employees, volunteers, and agents (herein collectively referred to as the "releasees") from any and all claims, causes of action or liability for any personal injury (including death) or property damage/loss (herein the "claims"), whether caused by the negligence of any of the releasees or otherwise, in any way relating to my past, present, or future use of St. Alban's property or facilities, whether such use is for the sale of produce or other goods or items or for any other purpose;
- Hereby expressly waive any and all such claims:
- Knowingly assume all risks of my use of St. Alban's property of facilities.
- Agree to indemnify and hold each of the releasees harmless from any and all claims asserted by any person (including but not limited to purchasers and consumers of my products) which (a) are based on or are the result of injuries or damages allegedly caused by products which I have sold or (b) are based on or are the result of any alleged negligence or intentional misconduct on my part.
- Agree to maintain in full force and effect liability insurance, in form, content, and amount acceptable to St. Alban's, providing coverage for any claims relating to my farming activities and my sale of produce or other goods or items on St. Alban's property, and to provide a certificate of such insurance to St. Alban's before engaging in the use of St. Alban's property or facilities; and
- Agree to pay any and all attorney's fees and other costs and expenses of litigation incurred by any of the releasees in de-fending the claims which I have agreed to indemnify.

I HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND AND AGREE TO ITS TERMS.

Company Name (if applicable)

Mailing Address

Printed Name

Telephone & Email Address

Signature

Date Signed

7514 Hixson Pike
Hixson, TN 37343

phone: 423.779-7828
E-mail: Stalbansmarket@gmail.com