



Nappanee Market on Market Vendor Application

Please complete all sections and sign

Application Process: Vendors must complete application. Vendors will be approved based on attached guidelines. Priority will be given to seasonal applicants, produce (especially local farmers/growers), food and vendors that increase the variety of goods.

Vendor Criteria: Produce and Flowers; must be locally grown within a 100 mile radius of Nappanee. Food; must be made within a 50 mile radius of Nappanee. Craft and Non-Food Items; must be at least 80% sourced within the United States.

CONTACT INFORMATION

Full Name: _____

Street Address: _____ Contact Phone: _____

City, State & Zip: _____ Email Address: _____

Description of products you plan to sell: _____

Fees: \$10.00 weekly fee (applications must be received two weeks prior to date requested for approval)

\$100.00 season fee (all 18 weeks and seasonal vendors will be given first choice on location)

MARKET DATES

Please select the dates you'd like to reserve at this time. Payment must be received within a week of market date to reserve your space. If you wish to add more dates in the future, please contact Tiffany Salyer to check availability. Fees include a 10'x10' space only. No tables are provided. Space is subject to availability.

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|----------------------------------|-----------------------------------|---------------------------------------|---------------------------------------|---|
| <input type="checkbox"/> May 30 | <input type="checkbox"/> July 11 | <input type="checkbox"/> August 15 | <input type="checkbox"/> September 26 | <input type="checkbox"/> Season pass for entire 2019 season
(18 weeks: \$100.)
Payment due by May 1 |
| <input type="checkbox"/> June 6 | <input type="checkbox"/> July 18 | <input type="checkbox"/> August 22 | <input type="checkbox"/> October 3 | |
| <input type="checkbox"/> June 13 | <input type="checkbox"/> July 25 | <input type="checkbox"/> August 29 | <input type="checkbox"/> October 10 | |
| <input type="checkbox"/> June 20 | <input type="checkbox"/> August 1 | <input type="checkbox"/> September 5 | | |
| <input type="checkbox"/> June 27 | <input type="checkbox"/> August 8 | <input type="checkbox"/> September 12 | | |

TERMS AND CONDITIONS

Please initial and sign the following terms and conditions.

By applying to become a vendor at the Nappanee Market on Market, I acknowledge the following terms and conditions:

- I understand that this is a rain or shine event and will protect my items in a manner that I see fit.
- Fees are non-refundable, but may be transferred to a different date if approved by management.
- Nappanee Market on Market reserves the right to reject items that are deemed illegal, inappropriate or unfit for sale.

Signature _____

Date _____

Vendor space may be paid for by credit card, online at nappaneeparks.recdesk.com, cash or check at the Nappanee Parks office at 300 West Lincoln St. For questions, please contact Tiffany Salyer, tsalyer@nappanee.org or 574-773-2112

MARKET POLICIES AND GUIDELINES

ADVISORY COMMITTEE

1. An Advisory Committee will oversee the general setup and function of the Market. Committee will consist of one (1) representative of Nappanee Parks and Recreation, one (1) representative of the City of Nappanee and three (3) active seasonal vendors in the market.
2. Committee will meet in March, April, November and as needed May through October.
3. Vendor selection will be done by the Committee or assignee.
4. Committee will set vendor criteria and review any disputes by vendors.
5. Assign Market Manager(s)

VENDOR APPLICATION

1. All vendors must apply to the committee for approval.
2. Applications must be received no less than two (2) weeks prior to date of market that application is for.

VENDOR SELECTION

1. As a general principle, the Committee believes that it is a good thing to have many vendors, even when multiple vendors may be selling similar products and be in “competition” with one another. This results in a bustling, busy market, with more customers than would otherwise be the case, with everyone benefiting as a consequence.
2. Consequently, when there are empty spaces available, any vendor who meets the criteria for being a vendor and who wishes to rent space, selling items consistent with the mission and policies of the Market, will be afforded the opportunity to do so, even when vendors offering similar products may already be part of the market.
3. When the number of potential vendors exceeds the available space and there is not room for all who are interested, the following criteria will be used to set priorities:
 - (a) Food vendors (especially local farmers) will be given priority over non-food vendors.
 - (b) Long term, committed vendors will be given priority over newcomers.
 - (c) Vendors whose offerings would increase the variety of goods and services.
4. Vendors wishing to return must be in good standing, with this understood to mean not having any unpaid financial obligations to the Market, not having a history of disruptive behavior, etc.
5. As an overall vision for the Market, a mix of approximately 60% food vendors and 40% others would be considered ideal toward which we should be working and which should guide decision-making in regard to vendor selection.
6. On those occasions when vacant market space is available, the Market Manager may approve additional vendors when the Market Manager determines that the additional of such vendors would enhance Market operations and/or strengthen the Market financially.
7. Parties wishing to become vendors shall apply to the Committee. The Market Manager shall evaluate the application and has the responsibility and authority to make a decision about the applicant’s becoming a vendor and the relevant terms and conditions. The Market Manager may reject a vendor application if, in the Market Manager’s judgment, the produce, goods or food items are not compatible with the overall concept of the Market, or the product mix currently offered at the Market.
 - (a) In the event of a disagreement about acceptance as a Vendor, an applicant may appeal the decision of the Market Manager to the Committee. Any such appeal shall be in writing and state in detail how the vendor believes that the decision of the Market Manager was inconsistent with this policy statement.
 - (b) The Committee shall strive to resolve such disputes in a timely manner and its decision shall be final.

VENDOR GUIDELINES

Market vendors must agree to honor the following rules and expectations, which shall be incorporated and/or referenced in the signed vendor agreement:

1. Vendors may sell only the following, responsibly sourced items:
 - (a) Farm produce
 - (b) Flowers and plants
 - (c) Ready-to-eat foods
 - (d) Processed or value-added foods such as vinegars, sauces, jellies, salsa, etc.
 - (e) Artisan items

MARKET POLICIES AND GUIDELINES CONTINUED

2. Market strives to be a local growers' market. Farmers may sell produce and value-added food items procured from other producers, so long as those items were grown or made within 100 miles of Nappanee.
 - (a) Purchasing from produce auctions or from commercial wholesalers is prohibited except with prior approval from Market Manager(s).
 - (b) Produce vendors must produce a minimum of 80% of what they sell and are encouraged to highlight this local element in their displays and marketing.
3. Produce vendors are encouraged to grow and market organic products and to promote such in their displays.
4. Artisan products sold by vendors must be handmade by the vendor selling them.
5. Artisan items must be a least 80% sourced in the United States.
6. Food vendors must comply with all applicable local, state and federal health regulations, including securing required licenses and permits and providing copies of these documents to the Market Manager(s) upon request.
7. Vendors selling items or services subject to Indiana sales tax shall secure a Registered Retail Merchant's Certificate (RRMC) and shall collect and pay the applicable taxes. Copies of the applicable documents shall be provided to the Market Manager and/or board upon request.
8. All produce to be sold in the Market will be sold by legal weights and measures. Vendors are responsible for having their scales certified for compliance annually. The use of a non-certifiable scale at the Market is a procedural violation. Vendors must post prices and scales must be visible to customers.
9. All food and food products offered for sale, shall be fresh, clean, and safe for consumption and shall be handled, stored, transported and offered for sale in a sanitary manner. It is the responsibility of the vendor to label all food using at least 10-point font with the following:
 - (1) "This product is home produced and processed, and the production area has not been inspected by the State or County Department of Health" (2) Name and Address of producer (3) Name of Food
 - (4) List of Ingredients in descending order by weight; net weight and volume of final product or numeric count
 - (5) Date product was processed
10. Vendors may unload and set up as early as 8 a.m. on Saturdays, unless otherwise approved by committee.
11. Vendors are expected to remain set up the full length of market.
12. Vendors are responsible for tables, table coverings/display materials. Due to excessive wind, if vendors wish to use a tent, tents must be properly secured with weights or concrete weights. Stakes or any kind of post are **NOT** to be driven into the asphalt.
13. Vendors are encouraged to create a unique and pleasing space.
14. Due to limited space and the market's desire to provide selling opportunities to as many vendors as possible, for market variety, booths are limited to no more than three spaces per vendor when rented annually.
15. Vendors are responsible for their own personal liability and business/product liability insurance. The Market encourages vendors to obtain personal liability insurance and to notify the Market of the carrier. The vendor shall be solely responsible for damages resulting from its Market operations, including the sale of unsafe or unsound goods. The vendor shall indemnify, hold harmless, release, waive and forever discharge the Market, its employees, agents and officers, and the members of the Market Committee, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities and expenses, including reasonable attorney fees and court costs, which may occur as a result of the vendor's participation in the Market.
16. Vendors must clean their space after every market. This includes sweeping and trash disposal.
17. Parking spaces behind the market are reserved for vendors.
18. Vendors agree to not institute any action or suit at law or in equity against the Market or the Market's agents or employees as a result of operations under their Market agreement. Likewise, vendors will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operations under their Market agreement.
19. The Market Manager(s) have the authority to interpret and enforce these rules.
 - (a) In the event of a disagreement, vendors (or potential vendors) may appeal decisions of the Market Manager to the Committee. Any such appeal shall be in writing and state in detail how the vendor believes that the decision of the Market Manager(s) was inconsistent with this policy statement.
 - (b) The board shall strive to resolve such disputes in a timely manner and its decision shall be final.
20. Violations of these rules will be evaluated on a case-by-case basis.

MARKET POLICIES AND GUIDELINES CONTINUED

CODE OF CONDUCT

1. Vendors, Committee members and Market Manger(s) are expected to collaborate with each other to carry out the Market's mission and to do so in a professional manner which reflects their commitment to quality services, customer satisfaction and the wellbeing of our community.
2. Vendors, Committee members and Market Manger(s) shall not engage in disruptive conduct. Any disagreements shall be handled in a respectful manner away from stalls and customers.
3. No person at the Market shall refuse to comply with a direction of the Market Manager(s) or interfere with the administration of the Market Rules as interpreted by the Market Manager(s).
4. Everyone is expected to treat fellow vendors, market employees, committee members, customers and everyone in a courteous manner at all times.
5. The Committee shall strive to operate in an open and collaborative manner and to be fair and above board in its decision making. Vendors, staff and others with a stake in Market operations are expected to use these Committee sanctioned processes to bring ideas and/or concerns to the attention of the board in an honest and direct manner.

GENERAL RULES

1. Smoking is not permitted within the Market or on the Market grounds.
2. All are welcome at the Market; no discrimination is permitted.
3. Domestic pets are allowed in the market on a leash and under control of owner at all times.
4. No person at the Market shall refuse to comply with a direction of the Market Manager(s) or interfere with the administration of the Market Rules as interpreted by the Market Manager(s) or his/her designee.
5. There are limited electrical outlets available. Who has access to these will be specified in the Vendor contracts, along with the additional charges to be assessed.
6. No firearm or other such weapons are permitted within the Market or on the Market grounds.

COMMUNITY SERVICE GROUPS

1. Charitable, educational, or other community service organizations looking for a booth may apply for a free booth when space is available. Normally such organizations may be provided such space one time per month.
2. Free booth space is applicable for organizations with informational booths only. Charitable organizations selling items are required to pay the standard booth fee.
3. Applications must be submitted just like any other vendor for approval.
4. Charitable, educational, or other community service organizations are required to comply with market rules and shall be considered vendors.
5. There are limited electrical outlets available. Who has access to these will be specified in the Vendor contracts, along with the additional charges to be assessed.
6. The number of booths that will be made available to community services organizations shall be determined by the Market Manager(s) and will be affected by how many vacant spaces (if any) may be available.