



**Downtown Farmers Curb Market Vendor Agreement**  
**DowntownFarmersCurbMarket.org**  
**Facebook.com/FarmersCurbMarket**  
**Twitter: @CurbMarket**  
**Mailing address: 117 N. Kentucky Ave., Lakeland, FL 33801**  
(Approved by LDDA 6-16-2016)

**PURPOSE OF THE MARKET:** The Downtown Farmers Curb Market (herein after referred to as DFCM) is a key component of a vibrant, diverse and exciting Downtown. It is designed to serve and bring together all segments of our community. It is a positive force in bringing people Downtown to purchase fresh produce, plants, local food and crafts. The Saturday Market is a showcase for the talents and the work of local growers and artisans.

**MARKET OPERATION:** The DFCM is owned and operated by the Lakeland Downtown Development Authority (LDDA). The LDDA is responsible for setting policy, procedures, and rates. The LDDA staff oversees all DFCM accounting and billing. Question about invoices, rates, etc. should be directed to Phyllis Sharp at [psharp@ldda.org](mailto:psharp@ldda.org) or 863.683-2783. For more information about the LDDA visit [LDDA.org](http://LDDA.org).

**MARKET MANAGER:** The Market Manager, who reports to the Executive Director of the LDDA, shall have management responsibility for the daily operations of the DFCM. In the event of suggestions about the DFCM or any operational issues, Vendors should first approach the Market Manager. The Market Manager is empowered to make most decisions. Vendors should contact the LDDA Executive Director (Julie Townsend, 863.687.8910, [jtownsend@ldda.org](mailto:jtownsend@ldda.org)) with concerns not addressed by the Market Manager.

**HOURS OF OPERATION:** The DFCM shall be open every Saturday of the year (except when major holidays fall on a Saturday and during the month of August) from 8:00 AM to 2:00 PM. Vendors must vacate the Market area by 3:00 PM. The hours of operation may be changed, when required, at the discretion of the LDDA and/or at the request of the City.

There are NO RAIN OUT REFUNDS. The Market will operate rain or shine. The Market Manager/LDDA shall have the right to cancel any Market day with 48-hours notice to the vendors.

**VENDOR APPROVAL:** Vendors at the DFCM must first apply and be approved before a Vendor Agreement is fully processed. Vendor categories are listed below. The Market Manager and/or LDDA reserve the right to refuse any Vendor at any time. Product category exclusivity is not available, but product categories are often limited. Vendors applying for a category that is currently full will be put on a waiting list.

**PRODUCE/FOOD VENDORS:** Produce sold at the DFCM must be fresh and may include - but not be limited to - vegetables, plants, cut flowers, nursery products, and any item that is grown or growing. Items directly related to the sale of such items, such as pots, baskets, jams, jellies, breads, etc., may also be offered for sale in conjunction with produce. Items produced from produce or food items must be self-processed. Produce Vendors are those who purchase the majority of their produce from wholesalers and/or other farmers. Food Vendors are those who sell hot foods or homemade packaged foods. It is the responsibility of the Produce/Food Vendor to know of and have all of the required licenses from the State. No Produce/Food Vendor shall be allowed to vend at the DFCM without proper and up to date licenses and insurance.

**ARTISANS:** Artisans' work must be original art or applied crafts that are of high quality workmanship. Artisan and craft Vendors must provide detailed photos and description of production. Artisan/Craft Vendor requests shall be reviewed by the Market Committee for approval. It is highly preferred that arts and crafts be handmade by the Artisan/craft Vendor.

**FARMERS:** Vendors are categorized as farmers if they grow the 100% of produce they sell at the DFCM. These Vendors receive a different SMC rate. To qualify for the farmer rate, all items sold must be homegrown perishables/produce. Market Manager may make a site visit to verify.

**Vendor Initials required to verify you have read and understand the information on this page.**

**NON PROFIT ORGANIZATIONS:** Nonprofit and community organizations are encouraged to use the DFCM for fundraising and awareness opportunities. A limited amount of in-kind space is available on a rotating basis for 501(c) (3) nonprofit and community organizations. All product approvals, fundraising activities, and space reservations must be made in advance with the Market Manager. Nonprofit and community organizations are subject to standard vendor rules.

**VENDOR REQUIREMENTS AND REGULATIONS:** Once approved, each Vendor shall be assigned a designated area to display and sell his/her merchandise by the Market Manager. Areas are ten feet wide by ten feet deep (10' x 10'), though there may be variations in this format in certain areas of the Market. Vendors may be relocated to other areas at the discretion of the Market Manager. Vendors will not operate beyond the area assigned to them, except as pre-approved by the Market Manager at his/her discretion. **Vendors requiring/requesting "walkable space" around their booths will be charged for additional space. To avoid additional space charge, Vendors should configure their products to be seen/purchased from the front only.**

On signing this agreement, each Vendor shall be responsible for providing all required documentation, including where applicable, a Florida Processed Food license number, and a Florida Sales Tax number. Food Vendors are required to have a Certificate of Comprehensive General Liability Insurance with the LDDA and the City of Lakeland as additional insured. **Florida Sales Tax certificate must be visibly displayed at the booth.**

Parking on the streets and nearest the Market is reserved for customers. The Market Manager shall designate specific parking areas for Vendors' vehicles. **Vendors violating the parking rules will be fined \$10 after an initial written warning and ultimately asked to leave the Market. The prohibited areas are: the lot south of the train tracks and north of Munn Park, street parking on Pine Street, the Crisper's Parking lot, the lot next to Mitchell's, the spots behind Mitchell's, the Oak Street Lot, and the lot on the corner of Tennessee and Bay Street.**

Each Vendor shall keep his/her designated area clean, safe, and neat during operating hours of the DFCM. Each Vendor shall also be responsible for ensuring that his/her area is thoroughly cleaned at the close of the Market day. All waste must be taken out by each Vendor individually. All areas must be kept in a safe condition and shall not create any hazardous conditions (i.e. cord covers must be used to cover cords). All tents must be anchored on each leg by at least 15 lbs. of weight. Weights can be homemade, but must be the proper weight and be neat and attractive (no water-filled bottles). Failure to keep a designated area clean and safe may result, without limitation, in the LDDA hiring, at the Vendor's expense, an external supplier to clean up or repair any damage. Vendors must have tents and signage that is clean, neat, and professional. **Signage must display the Vendor's business name, their SNAP eligibility (if applicable), and their Tax ID.**

Vendor shall be responsible for the payment of his/her own taxes and license fees, including but not limited to sales tax payable to the Florida Department of Revenue. **If tax is included in the cost of the item, then the vendor must post a sign stating that tax is included in the price.** Vendors are responsible for obtaining required licenses and certificates from City and State authorities and for ensuring that the LDDA has copies. Please note that LDDA purchases Business Tax licenses for the Downtown Farmers Curb Market from the City of Lakeland and Polk County, which covers all Vendors who participate in the Downtown Farmers Curb Market.

Vendors may sell **ONLY** the product(s) agreed to and listed on the contract at its signing. Vendors are not permitted to change or add products sold without prior **written approval** by the Market Manager. Vendors are not allowed to sell or engage in multi-level marketing (MLM) products. Market Manager will not make product decisions at the market. **New products or changes in space use must be done in writing.**

Vendors may not share space or invite other Vendors, organizations, etc. to share their space to sell or market another business or organization.

If a Vendor knows he/she will not be present on a Market day, he/she must notify the Market Manager as soon as possible so gaps in the Market footprint can be filled. Shared Marketing Costs (SMC) are still payable, subject to the terms in this agreement. When others are working a booth for a Vendor, it is the Vendor's responsibility to make sure that the DFCM rules contained in this document are understood and agreed to by that person.

**Vendor Initials required to verify you have read and understand the information on this page.**

**HARDSHIP:** In the case of a vendor hardship (serious illness or other serious emergency), a Vendor may ask for an adjustment to his/her contract. Please fill out the Hardship Form found on the Market web site or ask the Market Manager for a copy and return it to the Market Manager/LDDA.

**TERMS OF AGREEMENT:** The terms of this Agreement between Vendor and the LDDA shall commence upon full execution of the Agreement and shall terminate on July 31<sup>th</sup> of the DFCM year, subject to earlier termination as provided in this Agreement. The Market Manager may terminate this Agreement at his/her discretion.

**INSURANCE AND INDEMNIFICATION:** As applicable, Food/Produce Vendors and Farmers shall indemnify and hold the LDDA (117 N. Kentucky Ave., Lakeland, FL 33801) and the City of Lakeland (Risk Management, 1140 East Parker Street, Lakeland, FL 33801) harmless from any and all actions, fines, suits, proceedings, claims, costs, damages, losses or expenses, including attorney's fees and costs, of any kind incurred by the LDDA, the City or the Market arising out of or in any way related to the Vendor's participation in the DFCM, or arising out of or occurring within the area comprising the DFCM.

The LDDA is not liable for any loss or damages caused by failure or delay in providing the site, any defect or deficiency in the site, or any interruption of or other loss of use of the site. Unless waived or reduced by the LDDA based upon an assessment of the risk, all ready-to-eat Food Vendors are required to deliver to the LDDA at the signing of this Agreement and annually thereafter, a copy of their current annual Comprehensive General Liability insurance certificate covering operations and products with limits not less than Five Hundred Thousand (\$500,000.00) per occurrence/One Million (\$1,000,000.00) dollars aggregate, naming the LDDA and the City of Lakeland as an additional insured.

**VIOLATION OF AGREEMENT/RULES:** Vendor shall acknowledge receipt of a copy of the rules and regulations governing the DFCM and his/her agreement to comply with same by signing the form found at Appendix 1. If rules are revised, a new copy of the rules and a form to acknowledge receipt of revised rules will be given to all Vendors. The Market Manager is responsible to interpret, implement and enforce this Agreement and all rules pertaining to the running of the Market in a fair and equitable manner. The Market Manager has the authority to issue warnings and take appropriate action against participating Vendors who violate this Agreement or the Rules and all other applicable regulations and laws. The Market Manager has the power to immediately suspend or remove any Vendor for any health, safety, and liability risks.

**TERMINATION:** In the event the Vendor shall fail to conform to any of the terms, covenants and conditions of this Agreement, the DFCM Rules or other rules, as may be made from time to time, the LDDA shall have the right to immediately terminate Vendor's rights without thereby waiving any other rights and remedies the LDDA may have concerning the Vendor. Any Vendor not in compliance with this Agreement or the Rules may be asked to leave the DFCM premises immediately.

In the event the LDDA's right to use the premises comprising the DFCM shall be terminated or abridged, regardless of the reason, the LDDA shall have the right to discontinue the DFCM, giving as much notice as possible.

**SHARED MARKETING COSTS (SMC):** Once approved to participate in the DFCM, Vendors pay Shared Marketing Costs. Vendors do not pay booth rental fees. Included in the SMC, Vendors receive a 10x10 space; a website listing (Vendor must provide the information via email to [bmelson@ldda.org](mailto:bmelson@ldda.org); and the opportunity for Social Media mentions and shares, as well as inclusion in the weekly email newsletter at various times throughout the year (Vendor must provide the information via email to [bmelson@ldda.org](mailto:bmelson@ldda.org)). The DFCM also purchases promotional items, buys advertising throughout the year, and hires musicians with the Shared Marketing Costs (SMC).

**SMC PAYMENTS:** Shared Marketing Costs (SMC) shall be payable in advance. Rates vary by level of commitment to the DFCM. Standard weekly rate is \$30 per week. Monthly rates and Seasonal rates are also available. See the SMC rate sheet for additional detail.

**Vendor Initials required to verify you have read and understand the information on this page.**

SMC may be paid in person to the Market Manager by check or money order (payable to "LDDA"), credit or debit card. Cash is NOT accepted. Vendors on the monthly payment program are invoiced via email and also have the option of paying via credit/debit through the invoice. Monthly payments are due by the 1st of the month with a \$5 automatic late fee added if not paid by the 10<sup>th</sup> of the month. Monthly amounts will vary depending on the number of Saturdays per month. **No refunds or credits will be given for Vendor absences who already receive a discount through the Full Time or Seasonal rates.**

**VENDOR PLACEMENT:** Multiple factors are considered when determining the placement of Vendors. Full time Vendors get first consideration of available space. Other factors like length of time (years) at the DFCM, that year's length of contract, product, product size, electricity needs, etc. are also factors. Only full time Vendors in good standing (see definition below) will receive first consideration of placement from year to year.

**REQUEST FOR RELOCATION:** Full time Vendors in good standing who would like to request a in change of location must fill out the change of location request form found on the Market web site.

**PLEASE WRITE LEGIBLY:**

**Vendor's Business/Booth Name:**

\_\_\_\_\_ Agreement Begin Date \_\_\_\_\_

**Vendor Category** (check one): Food/Produce      Artisan      Farmer      Non-Profit

**SNAP Reimbursement checks payable to** (if applicable - Food/Produce and Farmers ONLY) \_\_\_\_\_

**Vendor(s) Name:** List each person responsible for this agreement: \_\_\_\_\_

**Complete Mailing Address:** \_\_\_\_\_ **City/St** \_\_\_\_\_

**Zip:** \_\_\_\_\_ +4 \_\_\_\_\_

**Primary Contact's Phone #:** \_\_\_\_\_ **Alternate Phone #** \_\_\_\_\_

**\*E-Mail for billing:** \_\_\_\_\_ **\*E-Mail for newsletters:** \_\_\_\_\_

**\*The DFCM uses e-mail to communicate with vendors and with a customer database. Please plan on checking your e-mail regularly for Farmers Curb Market communications, including our new weekly email newsletter and monthly invoices if applicable.**

Product(s) for sale: List each category of product with detail. (For example, farm grown fruits and vegetables, not a list of the actual fruits and vegetables; or Hand-painted glassware, etc.) Please use an additional page if necessary.

Where /how this product is produced (give city name and production location)? Give a step by step detailed description of your process. Do you buy any portion of your product line? Use the back of the form for additional detail.

Vendor Initials required to verify you have read and understand the information on this page.

**SHARED MARKETING RATE SHEET:**

Shared Marketing Costs vary by Vendor commitment. Please see definitions below for which definition best describes you based on your financial commitment.

**FULL TIME (FT) VENDORS:** FT Vendors are those who commit to at least 6 months participation in the DFCM at the monthly contracted rate and pay the reserved space fee for all other consecutive weeks absent from the DFCM. These Vendors enjoy a predetermined, guaranteed location each week and a premium listing on the web site. FT Vendors will be invoiced through email each month. (See the rate schedule for the 2016-2017 DFCM year below)

**SEASONAL (SE) VENDORS:** SE Vendors are those who commit to at least 3 months participation in the DFCM at the seasonal rate. SE Vendors enjoy a guaranteed location (from the available space at the time, subject to the regular Vendor placement factors) for the duration of their contract, but are not able to secure reserved space beyond the contract. SE Vendors will be invoiced through email each month. (See the rate schedule for the 2016-2017 DFCM year below)

**PART TIME (PT) VENDORS:** PT Vendors are those who do not commit to at least 3 months participation in the DFCM. They pay in advance each week of participation and are placed on a first come first serve basis from the pool of available spaces. PT Vendors must confirm attendance at the DFCM each week by no later than the Wednesday prior. PT Vendors cannot just show up on Market day. Payment must be received for that Market day via the Market Manager as a check, money order, or credit/debit payment.

**RESERVED SPACE FEE:** Vendors who are categorized as full time (see definitions above) are required to pay the reserved space fee when absent from the DFCM for a minimum of 3 consecutive weeks. The reserved space fee cannot be used in lieu of SMC for short term (1-2) week absences. Reserved space is \$5 per week, payable in advance.

# SHARED MARKETING COSTS WORKSHEET

Full Time and Seasonal Vendors please mark your anticipated attendance for the 2016-17 Market year in **Section A**; Part time vendors skip to **Section B**.

<b>SECTION A</b>	<b>Full Time Vendor Rates</b> (minimum of 6 months must be checked)	<b>Seasonal Vendor Rates</b> (minimum of 3 months must be checked)	<b>Part Time Vendor Rate</b> <b>\$30 per week</b> <b>for each week in attendance</b>
<b>Market Month</b>			
<b>SEPTEMBER</b>	\$80 per month	\$95 per month	
<b>OCTOBER</b>	\$100 per month	\$120 per month	
<b>NOVEMBER</b>	\$80 per month	\$95 per month	
<b>DECEMBER</b>	\$100 per month	\$120 per month	
<b>JANUARY</b>	\$80 per month	\$95 per month	
<b>FEBRUARY</b>	\$80 per month	\$95 per month	
<b>MARCH</b>	\$80 per month	\$95 per month	
<b>APRIL</b>	\$100 per month	\$120 per month	
<b>MAY</b>	\$80 per month	\$95 per month	
<b>JUNE</b>	\$80 per month	\$95 per month	
<b>JULY</b>	\$100 per month	\$120 per month	

Full Time and Seasonal rates already enjoy a discount from the \$30 per week part time rate. No additional discounts or refunds given for random absences within a month.

## SECTION B

RATES ABOVE ARE BASES ON ONE 10 x 10 SPACE

Number of 10 x 10 space requested

Additional space for walk-around booth needed    Yes            No

Electricity needed:    Yes            No                            Reason for Electricity

**Upon submission of this agreement, Vendor must submit copies of all applicable licenses, insurance certificates, commissary letters as applicable.**

**Vendor Initials required to verify you have read and understand the information on this page.**



ALL ARTISAN VENDORS ARE SUBJECT TO SALES TAX - A photo copy of your tax certificate must be included with this agreement and be displayed at your booth. Florida Sales Tax Number: \_\_\_\_\_

**FOOD/PRODUCE VENDORS AND FARMERS:**

Florida Processed Food License Number (if applicable): \_\_\_\_\_

Name of Insurance Company: \_\_\_\_\_

Ins. Co. Phone Number: \_\_\_\_\_

Comprehensive General Liability Policy Number: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

Eligible for Cottage Food Act: Yes            No

Commissary Kitchen Letter included from : \_\_\_\_\_

**DOWNTOWN FARMERS CURB MARKET RULES**

1. All Vendors must be set up and ready for business by 7:45 AM. Market closure is 2:00 PM. All Vendors must clean their spaces and vacate by 3:00 PM. Do not begin breaking down your booth before 2 PM unless instructed by Market Manager due to weather, etc. Cars are not allowed within the barricades for loading until you have broken everything down.
2. After unloading, and before setting up, vehicles should be moved to the appropriate off street parking locations. If a barricade must be moved during Market set up or break down, you must move it back. The barricades are a safety mechanism and must be put back into position.
3. Vendors must comply with requests from the Market Manager(s) during Market hours.
4. All products sold must meet the requirements of local and state agencies and, if sold by weight, with scales approved by the Department of Agriculture and the Bureau of Weights and Measures.
5. Additional products or substitutions may not be offered for sale without prior **written approval** of the Market Manager(s). Please refer to products on Vendor Agreement.
6. No smoking is allowed at Vendor booths. The Market Manager will inform Vendors where designated smoking areas are.
7. Vendors are not allowed to bring pets to the Market.
8. Be courteous and considerate of other Vendors at all times. Vendors shall not shout or hawk their goods or play music. Any verbal or physical abuse by a Vendor to another Vendor, the Market Manager(s) or member of the public is cause for immediate expulsion from the Market by the Market Manager(s).
9. Vendors may use the port-a-let on the southwest side of the Curtis Peterson State Building.
10. If any regular sidewalk fixtures need to be moved (i.e. container gardens), they must be put back in place at the end of the Market day.
11. All Vendors are responsible for removing their own trash and providing their own trash containers as appropriate. No dumpsters will be provided for Vendors' trash. Trash cans are provided for general public use. They are not to be used for vendor dumping.
12. Vendors' areas shall be neat, attractive, appealing and in good sanitary condition for customers. Vendors must clean up their areas, leaving them in good sanitary condition before departing. No dumping of grease, etc in the streets, tree wells, trash cans etc. **All Vendors shall have a tent** to display items they are selling unless otherwise approved by the Market Manager. Whenever possible, use tablecloth covers that reach to the ground to provide cover for supplies stored under the table.
13. Vendors are encouraged to erect neat, clean, professional signs on their stalls. The DFCM can better market you if your booth is clearly identifiable to customers. Information should include the business/booth name. Signs should be attached to tents or stand no more than 8 feet above the ground. Signage elsewhere is not permitted without approval of the Market Manager(s).

Vendor Initials required to verify you have read and understand the information on this page.

14. Vendors are not permitted to put stakes or holes into the sidewalk pavers or the street. Vendors are encouraged to use 10' x 10' pop-up tents. Tie-downs are required (minimum of 15 lbs. weight per leg) and are the responsibility of the Vendor. Carport-type tents are not allowed.
15. Non-payment of shared marketing costs will result in immediate expulsion from the Market.
16. NO games of chance. NO sale or consumption of alcohol unless approved by the state of Florida ATF. Political groups, campaigners, or religious organizations must not block the flow of traffic within the Market and may not erect stationery signs or stand in one place to promote their activities or collect monies.
17. Vendor understands that inclusion of DFCM marketing such as website, social media, and email newsletter is dependent upon Vendor providing material to DFCM via email. Facebook inclusion requires tagging or posting on the DFCM page. Inclusion in social media is not guaranteed.
18. Solicitation of Curb Market Vendors is not allowed.
19. Full time and seasonal vendors agree to receive invoices via email. Part time vendors pay each Market day attended.
20. Vendors agree to pay all SMC in advance as described in this agreement or be subject to late fee or expulsion.
21. Violation of the above rules may result in the termination of the Vendor's Agreement.

**A printed copy will be provided for your signature once processed by the LDDA.**

**By signing this Agreement, Vendor acknowledges receipt and acceptance of the Downtown Farmers Curb Market Vendor Agreement which also includes the Market Rules. Vendor also agrees to the minimum financial terms in accordance with the agreed upon rate and terms.**

\_\_\_\_\_  
Signature of Vendor(s)

\_\_\_\_\_  
Printed Name of Vendor(s)

\_\_\_\_\_  
Signature of Vendor(s)

\_\_\_\_\_  
Printed Name of Vendor(s)

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Jim Luna, Market Manager

\_\_\_\_\_  
Date

Approved by: \_\_\_\_\_  
Julie Townsend, LDDA Executive Director

\_\_\_\_\_  
Date