

# VENDOR AGREEMENT DETAILS

(For your review only. The actual agreement will be sent to you upon acceptance in the Market)

Updated June 2018

**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 OWNERSHIP:** 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 or 863.683.2783. For more information about the LDDA visit 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 about general day -to-day Market operations. Vendors should contact the LDDA Executive Director (Julie Townsend, 863.687.8910, jtownsend@ldda.org) with concerns not addressed by the Market Manager.

**HOURS OF OPERATION:** The DFCM shall be open every Saturday (except for the month of August when the Market is closed and except when major holidays fall on a Saturday) Hours are September to May from 8:00 AM to 2:00 PM; June and July from 8:00 AM to 1:00 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.

**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. Cancelled Market days by the LDDA may result in an adjustment to Shared Marketing Costs.

**VENDOR CATEGORIES:** The type of license/permit etc. you are required to have depends on the products you sell. See the description of the Vendor Types to determine your category.

- **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. Farmers who also sell wholesale produce and/or non-perishable items will not receive the farmer rate.
- **PRODUCE/PLANTS 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, but will cause you to re categorized as packaged foods. Please see the requirements for packaged foods below. 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.

**READY TO EAT FOODS:** Food Vendors selling at least one food item that is prepared at the market is considered a "Ready to Eat Food" Vendor. It is the responsibility of the Produce/Food Vendor to know of and have all of the required licenses from the State. No Food Vendor shall be allowed to vend at the DFCM without proper and up to date licenses and insurance. These Vendors are regulated by the [Department of Business and Professional Regulations](#) (DBPR).

**PACKAGED FOOD VENDORS:** Packaged food is defined as a food/beverage item that is regulated by the [Department of Agriculture](#) (not those designated as cottage food). Food that is prepared off site of the Market and sold at the Market.

**COTTAGE FOOD VENDORS:** Every product sold must qualify as a cottage food. Please refer to the Department of Agriculture web site for [details about cottage food](#). Cottage foods require specific labeling and submission of labels is a requirement for approval to participate in the Market. If any food does not qualify, then state licenses are required. See Food Sales Matrix for details of required licenses.

**ARTISANS/CRAFTSMEN:** 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. Exceptions are made from time to time at the discretion of the Market Manager and/or Market Committee. [Sales Tax Certificate required.](#)

**NON PROFIT ORGANIZATIONS:** Nonprofit and community organizations are allowed to use the DFCM for fundraising and awareness opportunities with approved application. 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 and are limited to the number of inkind space given by the Market.

**VENDOR APPROVAL:** Vendors at the DFCM must first apply via the online line application and be approved before a Vendor Agreement is fully processed. 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.

**REFUNDABLE DEPOSIT:** Vendors who are accepted into the Market must pay a \$30 deposit regardless of category. The fee is due with the completed agreement. If a vendor pays the deposit, but does not complete the agreement and/or provide the required documents (state licenses, sales tax certificate, etc. The deposit is not refundable.) The deposit is refundable only upon fulfillment of a vendors agreement and upon that vendor vacating the Market. The deposit can roll over year to year if the Vendor continues at the Market. See the requirements for the refund in descriptions for each vendor type below: Full Time, Part Time and Seasonal.

**VENDOR SPACES:** Once approved, each Vendor shall be assigned a designated area to display and sell his/her merchandise by the Market Manager. Vendors are required to have a tent unless special circumstances are communicated and approved in writing 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.

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.

Vendors may sell ONLY the product(s) agreed to and listed on the online application. Any products listed in this agreement that vary from the application may cause the revocation of acceptance at the Market. 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 via email to the Market Manager at DFCMmanager@gmail.com New products may not be introduced at the Vendor's space until approval in writing has been received.

Vendors may not share space or invite other Vendors, organizations, etc. to share their space to sell or market another business or organization. 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 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 change of location must fill out the change of location request form found on the Market web site under the VENDORS tab.

**PARKING:** 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.

**SALES TAX:** Produce and packaged foods are not subject to sales tax. However, if food is packaged in a gift basket or any container, the full value of the items are subject to sales tax and must secure and display a sales tax certificate. 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.

**BUSINESS TAX RECEIPT:** 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.

**VENDOR ABSENCE:** If a full time or seasonal 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 the agreement. Full time and seasonal rates are already discounted from the part time rate. No additional discounts are given due to Vendor absences.

**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 on the VENDORS PAYMENTS tab 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 31st of the DFCM year, subject to earlier termination as provided in this Agreement. The Market Manager may terminate this Agreement at his/her discretion.

**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 Agreement. 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 and/or the Market Rules found in the Agreement 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. Absences by Vendors do not result in reduced SMC. Included in the SMC, Vendors receive a 10x10 space; a website listing (Vendor must provide the information via email to Brittany Melson at [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. 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 10th 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 WEB SITE LISTING and OTHER MARKETING:** Vendor must provide the information via email to Brittany Melson at [bmelson@ldda.org](mailto:bmelson@ldda.org). Vendors will be prompted to send this information via email. Web pages are not created for vendors until up to 10 days AFTER their first day of attendance at the Market.

*(Hint: Cut and paste this paragraph and email your insurer)*

**INSURANCE AND INDEMNIFICATION:** As applicable, Food Vendors shall indemnify and hold the LDDA (117 N. Kentucky Ave., Lakeland, FL 33801-5044) 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. All Food Vendors are required to deliver to the LDDA at the signing of this Agreement and annually thereafter, two copies 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, on one naming the LDDA as an additional insured and the second naming the City of Lakeland Risk Management as an additional insured.

**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 a MINIMUM of 6 months participation in the DFCM at the monthly contracted rate and pay the inactive rate (\$20 per month or \$5/week) for all other consecutive weeks/months 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. A Vendor who enjoys a FT rate but does not fulfill the agreement is subject to a rate adjustment applicable to the beginning of the agreement start date. SMC rates will be adjusted to reflect either a seasonal rate or part time rate, which ever is applicable. The Vendor will be billed the difference. SMC for a FT Vendor is \$80 to \$100 per month depending on the number of Saturdays. The \$30 deposit will be refunded upon fulfillment of the above requirements when a vendor vacates the Market.

**SEASONAL (SE) VENDORS:** SE Vendors are those who commit to A MINIMUM of 3 months participation in the DFCM at the monthly 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 contracted months. SE Vendors will be invoiced through email each month. A Vendor who enjoys a SE rate but does not fulfill the agreement is subject to a rate adjustment applicable to the beginning of the agreement start date. SMC rates will be adjusted to reflect the part time rate. The Vendor will be billed the difference. SE Vendors SMC range from \$95 to \$120 per month depending on the number of Saturdays. The \$30 deposit will be refunded upon fulfillment of the above requirements when a vendor vacates the Market.

**PART TIME (PT) VENDORS:** PT Vendors are those who commit to a minimum of 8 weeks participation any time in the Market year (see below for prorated attendance). They pay upon arrival 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. SMC is \$30 per week. The \$30 deposit will be refunded upon fulfillment of the above requirements when a vendor vacates the Market.

When a PART TIME VENDOR (PT) joins the Market months after the Market year begins, the required attendance is prorated as follows:

Welcome letters sent to Vendors:

September through November - minimum of 8 times

December through February - minimum of 6 times

March through May - minimum of 4 times

June through July - minimum of 2 times

**INACTIVE FEE FOR FULL TIME VENDORS:** Vendors who are categorized as full time (see definitions above) are required to pay the inactive rate when absent from the DFCM for a minimum of 3 consecutive weeks. The inactive rate cannot be used in lieu of SMC for short term (1-2) week absences. Inactive rate is \$5 per week or \$20 per month, payable in advance. Inactive rate is required as part of the SMC full time rate.

## **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. (1pm in June/July) All Vendors must clean their spaces and vacate by 3:00 PM (2pm in June/July). Do not begin breaking down your booth before closing time 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 approved 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. The Market Manager reserves the right to instruct Vendors to clean/ replace/ hide from view any item at a Vendor's booth that appears dirty.
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).

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. Please report any solicitations to the Market Manager.
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 Agreement.
22. Vendors may receive written warning notice of violation of one or more of these rules. Correction of violation is expected immediately.