

Crossroads Farmers Market

2017 Vendor Rules

Crossroads Farmers Market ("Market") operates Tuesday's, 12pm through 6pm, June 6 through September 26,, 2016.

PLEASE NOTE THE FOLLOWING CHANGES, EFFECTIVE IN 2016: Due to issues of customer and vendor safety, the Market no longer allows vendors to sell before the Market officially opens at 12:00pm. Also, vendor set up can begin no earlier than 10:00am. These changes will be enforced by Crossroads Security.

Location of the Market is in the east parking lot in the Crossroads Shopping Center, 15600 NE 8th Street, Bellevue, WA.

Fees: Annual Membership Dues of \$40.00 (non-refundable) are due with application
Stall Fee per Market day: \$30.00 per 10x10' space. Stall fees will be collected at the end of each Market day. If you have more than 1 - 10'x10' space, you will be charged \$30.00 for each space.

No Shows:

With the understanding that emergencies do happen, Vendors need to notify the Market Manager at least 48 hours in advance (or at the earliest possibility) that they will not be attending the Market on a given day. **If no advance notification is given, the \$30 stall fee will be charged.**

Definitions:

Farmers: Persons or entities that raise produce (vegetables, fruits and nuts), herbs, flowers or nursery crops from seed or plants, and care for, nurture, cultivate, and harvest the crops offered for sale at the Market. Beekeepers, egg farmers, poultry growers and fish and/or shellfish growers are considered farmers. **Products sold at the Market must be locally grown or produced in the State of Washington,** with the exception of seafood which must originate from the greater Pacific Northwest, including Washington, Oregon, Alaska and British Columbia. No reselling or franchise sales are allowed. All products must be sold by the farmer/grower, producer, family member or their employee.

Processors: Person offering fresh food products (such as meats, seafood, ciders, baked goods, smoked meat/fish, cheese, preserves, wine) that have added value to their product through some sort of "hands on" process. All processed foods must be appropriately labeled with product name, ingredients, net weight, price, expiration date or lot number, producer name or address. Any processed item must be made with Washington grown produce when possible. Also, the items to be sold must be made in Washington. All Processors must provide complete copies of certification of their kitchen and business.

All products must be made in a certified Food Processing Center, Certified Cottage Kitchen or Commercial Kitchen.

Brokers/Produce Resellers: Regarding the selling of fruits and vegetables that were shipped to the State of Washington for sale, these items will not be allowed at the Crossroads Farmers Market. Vendors found selling items that they did not grow, will be given one warning and then asked to leave the Market.

Prepared Food Vendors: Offering freshly made foods, available at the Market for immediate consumption on-site. All Prepared Food Vendors must have appropriate Health Department Permits and clearly follow Health Department requirements. Vendors are also asked to use Washington State produce when possible in the preparation of their products.

Market Manager: The Market Manager's job is to implement Market policies. This includes Market set-up, booth assignments and collection of fees, providing information on membership and Market policies, and assuring vendor compliance with Market policies. The Manager will make booth assignment decisions based on available space in the Market and the need for specific products. Booth location is not guaranteed; and you may be moved dependent on market need. The Manager will be responsible for public concerns and vendor complaints. The Market Manager has complete authority to interpret and implement policy on the Market site; including the authority to rescind stall space for just cause. Vendor grievances will be taken to the Market Stakeholders.

Selection:

Vendors are selected annually by the Market Management. Selection will be based on quality and uniqueness of product, current product mix, vendor performance and seniority. No vendor will have guaranteed return rights to the Market from season to season. **The Market does not offer exclusive rights to vendors to sell any one product.** Market customers benefit from having a choice. However, if management believe the number of vendors offering the same or similar products is excessive, duplicate products may be denied entry or granted limited participation.

Agricultural products will be given priority over other product categories. Total vendor sales of agricultural products will equal more than 50% of total vendor sales of all other products. Agricultural vendors will also be given priority in space and location assignment. The Market will not discriminate against any vendor.

Requirements for all Vendors at the Market:

- The Crossroads Farmers Market (herein knows as the "Market") reserves the right to prohibit anyone from selling or any product from being sold.

- **Produce and all products should be clearly marked with their price. This can be done by individual tagging each item with a sign or by listing all products and prices on a large sign or blackboard. ALL SIGNAGE MUST BE CLEARLY LEGIBLE.**
- **Vendors are required to haul out their own garbage.** Vendors caught disposing of their booth trash on Crossroads property will be fined at the discretion of the Market management.
- Limited water is available, so please bring as much water as possible.
- **There is no electricity available for vendors at this market. Arrangements must be made prior to entry if vendor plans to bring a generator.**
- Alcoholic beverages/drugs (unless licensed) or hazardous substances are not allowed on the Market site.
- No firearms or fireworks are permitted at the market site.
- Children must be supervised at the Market site at all times.
- Vendors are required to wear proper attire, including shorts and shirts, while selling at the market.
- The Market is not responsible for loss or damage or safekeeping in booth and or products due to theft, weather conditions, etc.
- Hawking is prohibited.
- **THE MARKET IS A NON-SMOKING AREA.** Smoking will not be permitted in vendor booths or anywhere in the Market area.
- We expect our Vendors to avoid abusive language, hazardous or offensive behavior.
- A designated Market partner will send volunteers weekly to pick up donations for their food bank and kitchen.

Farmers & Processors:

- **SCALES MUST BE VISIBLE TO THE CUSTOMERS.** Scales are subject to inspection by the state (make certain scales are legal to trade when selling by the pound). Products may be sold by the flat or case. Each prepackaged and pre-weighted by the basket or sack may be sold with weight noted on package.
- Farmers are not permitted to dispose of produce waste, overripe or leftover produce or boxes in any on-site garbage cans or dumpsters.
- **Farmers must have adequate signage that identifies their farm and where it is located.**
- Farmers may only use the term “**certified organic**” if they post their certification for customer to read. Farms must have received certification in accordance with Washington State Law and the standards set forth by the National Organic Program.
- “**Organic**” Products: Verbal or written declarations of organic status not certified or verified, will result in termination of vendor’s permit to sell. In addition, when an organic producer is also selling non-organic produce at the same stand, the non-organic produce must be clearly separated from the organic produce and clearly labeled as non-organic or conventionally grown.
- “No-Spray” labels are not allowed at this Market.

- All Cheese, Dairy, bagged lettuce/greens or refrigerated Products must arrive at the market below 41°. Coolers will be temperature checked during the first hour of market. If temperature does not pass, appropriate steps will need to be taken to correct this.

Sampling:

- All vendors sampling must provide the manager with a Sampling Exemption permit from King County.
- **All vendors sampling either produce or food-processed items must have a hand-wash station, including a Health Department-approved water container containing water between 105-115 degrees, soap, catch bucket, paper towels, and trash container.**
- Farmers sampling produce must follow health department rules, including wearing one time use gloves, using a knife cleaned in a sanitizing solution, on a cutting board, and placed for sampling in either one time use containers, or containers that have been washed before market.
- **ALL SAMPLES MUST BE COVERED WITH A SNEEZE GUARD FOR THE PROTECTION OF OUR CUSTOMERS.**

Food Vendors:

- Must have food handler's card and operating permit, including business license and appropriate Health Department permits.
- Adhere to the Seattle-King County Health Department regulations.
- All pre-prepared food must be prepared in a Certified Kitchen.
- All food must come from an approved source and be packaged either in a Certified Kitchen or Food Processing Center.
- Copies of permits showing where processing is done are required with application.
- All products should be individually labeled if possible. If not practical/possible products must be clearly signed at the market.

License, Permits, Inspection, Insurance

- All Vendors shall provide within **30 days prior to Market season opening** copies of any permits and licenses applicable to the sale of their products. These will include the vendor's Washington State tax number, and where applicable, the Washington State Nursery License, Washington State Dept. of Agriculture Food Processor License, Certification of Organically Grown Produce, Grade A Dairy Permits, Pesticide Applicator's License, or Department of Fisheries Wholesale License. Vendors will also be asked to provide a copy of their current auto insurance card. Vendors are responsible for paying all taxes. A City of Bellevue license is not required. All King County licenses and permits are also required.
- The Bellevue Fire Department will inspect all booths.
- **All processed and/or prepared food vendors shall carry Product Liability and General Liability Insurance in the amount of \$1,000,000 and furnish a Certificate of Insurance to the Crossroads Farmers market et al, at least one week prior to vending at the Market.**

- **All Vendors should carry \$1,000,000 General Liability insurance to cover your operations at the Market. Certificate of insurance is required as noted above.**

Booth Set-up & Operations:

- **Signage identifying your farm/business and prices must be posted Before Sales. Signage must be posted prior to making Sales.**
- Market Management arrives at the Market site two hours prior to opening (10:00am).
- Set-up is from 10:00am – 12:00pm. Vehicles are allowed to drive into the market area between 10:00am – 11:30am. Vehicles should be unloaded and moved to the designated parking area before booth setup begins, to ensure that other vendors are not blocked from pulling their vehicles in to unload.
- You must check in at least 30 minutes prior to opening, or specified space may be reassigned and you will not be allowed to pull your vehicle into the market area to unload.
- The Market Manager determines your location within the Market. Specific space location requests will be accommodated when possible, but are not guaranteed. Vendor mix may be changed when the Market Manager feels it is for the good of the Market.
- Sharing space with another vendor must be pre-approved by the Market Manager.
- No stakes, poles, signs etc. will be permitted to be adhered to the ground or the exterior of the building. Please do not mark or paint on the asphalt.
- Vendors need to provide their own tables, chairs, signage etc.
- Booths and/or tables must be erected with concerns for the safety of the public and the Market vendors.
- All canopies must be secured with approved weights of minimum of 24 lbs. on each leg.
- All booth tarps/canopies must be made of fire retardant materials and must have weights on all four sides.
- Booth set up is to be completed by opening.
- Booth space is 10 feet by 10 feet.
- Vehicles are not allowed back into the Market area until after close of the Market at 6:00pm.
- Booths shall be staffed at all times during regular Market hours. The Market will remain open during published schedule times, regardless of weather. The exception is during a lightning or high wind storm, when Management will temporarily close for safety of our vendors and customers.
- The Farmers Market runs from 12:00pm – 6:00pm. *Vendors selling perishable products may request special permission for shorter hours. Permission must be granted prior to the start of the market season.* All other vendors are expected to stay until closing unless given special permission by Market Manager. Vendors who have completely sold out of product will be allowed to leave early, but must notify the Market Manager for approval before packing up. Vendors are requested to plan and bring enough produce to remain for the full market.

- Vendors are responsible for keeping booth areas clean and attractive during and after the Market. Vendors should bring their own brooms and dustpans.
- **Parking of vendor vehicles is designated to the lot southeast of the Market site.** You will be asked to move your vehicle if it is parked in customer parking.
- As a part of our Market, you will need to honor Crossroads Farmers Market wooden tokens valued at \$1.00 and \$5.00 each. These are to be turned in to the Market Tent at the end of each market day for immediate reimbursement to the vendor.

Indemnity:

The Crossroads Farmers Market, Crossroads Shopping Center, Terranomics Crossroads Associates and/or Retail Opportunity Investment Corp, shall not be held liable for any debt, tax or assessments incurred by Market vendors in the operation of his/her booth nor for any salary or expense due to any of his/her employees. The Market and it's sponsors (noted above), shall not be liable for the result of any accident or damage to any person or article employed by, or in possession of the vendor while at the Market in the City of Bellevue, whether such accident, loss or damage occurs during the time of preparation, the period of occupancy, or at the time of removal there from. In consideration of the privileges granted by this contract, the vendor agrees to protect, indemnify and hold harmless, Crossroads Farmers Market/Terranomics Crossroads Associates/Retail Opportunity Investment Corp from any and all claims for damages, demands, or suits arising from injuries or damages sustained, or alleged to be sustained, by employees of the vendor or by any member of the public where such injury or damage shall have resulted either directly or indirectly from the activities and business of the vendor in connection with this contract. The vendor shall cooperate and assist the Market or its representatives in investigating such claims and in negotiating settlement thereof and the vendor shall be bound by any decision of the Market or its representatives respecting the disposition to be made of such claims, even if any of the allegations, claim for damages, demands or suits are groundless, false, or fraudulent.

Media Release: I hereby give permission to Crossroads Shopping Center to use my name and photographic likeness – and any employees or volunteers associated with my business at the Crossroads Farmers Market – in all forms and media for advertising, trade, and any other promotional purposes.

I have read and understand the 2017 Crossroads Farmers Market Vendor Rules and are bound by the terms and conditions outlines therein. This document shall become a part of the agreement to participate in the Crossroads Famers Market.

Vendor Signature: _____ Date: _____

Print Name: _____

Print Name of Farm/Business: _____

Please send this signed page with:

1. Your completed and signed application
2. Copies of all required permits and licenses
3. Your \$40.00 non-refundable membership fee
4. Copy of Proof of Insurance (can be mailed at later date) for business
5. Copy of your Current Auto Insurance

Application Deadline: **March 15, 2017**

Mail Application to:

**Roz Liming, Market Manager
Crossroads Farmers Market
c/o Retail Opportunity Investments Corp.
15600 NE 8th Street, Suite K-15
Bellevue, WA 98008**