



2019 Vendor Rules

PLEASE INITIAL THE BOTTOM OF EACH PAGE AFTER READING IT THOROUGHLY

Crossroads Farmers Market ("Market") operates Tuesdays, 12pm through 6pm, June 4 through September 24, 2019 in the east parking lot of Crossroads Shopping Center, 15600 NE 8th Street, Bellevue, Washington.

FEES:

- Annual Membership Dues of \$40.00 (non-refundable) are due with application.
- Daily Stall Fees: \$35.00 Per Stall (10 x 10-foot area is 1 stall). A minimum four-week commitment is required, with the first four weeks' stall fees (\$140) to be paid in advance on your first day of attendance. After the first month, the stall fee can be paid weekly at the end of each market day. Receive a discounted rate of \$30 per stall if you pay for the whole season in advance no later than June 4 (\$510 for one stall for the 2019 season – a total savings of \$85). If you have more than 1 - 10'x10' space, you will be charged an additional \$35.00 for each space (or \$30 per space if paid in advance).
- A stall fee will be charged without 24-hour notice that you will miss a Market. Two missed Markets will subject you to possible dismissal.

DEFINITIONS:

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.

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, including set-up, booth assignments and collection of fees, providing information and compliance of Market Policies. The Initial here after reading this page _____

Manager makes booth assignment decisions based on available space and the need for specific products. Booth location is not guaranteed and is based on market need. The Manager is responsible for public concerns and vendor complaints. The Manager has complete authority to interpret and implement policy on the Market site.

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.
- **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. Vendors who arrive at the Market without giving advance notice to Management that they require use of a generator will not be guaranteed a space for that day.**
- Alcoholic beverages/drugs (unless licensed) or hazardous substances are not allowed on the Market site. **Vendors who appear under the influence will be asked to leave and/or trespassed from the Market.**
- 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.
- Hawking is prohibited.

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- **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.

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.**
- **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. _____

LICENSES, 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.

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BOOTH SET-UP & OPERATIONS:

- **Due to issues of customer and vendor safety, the Market does not allow sales until all vendors are unpacked and all vehicles are out of the Market.**
- 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 unloading. Vehicles are not allowed back into the Market area until after close of the Market at 6:00pm.
- 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.
- Signage identifying your business, prices must be posted before sales and your booth must be set up by Market start time.
- All booth tarps/canopies must be made of fire retardant materials and must have weights on all four sides.
- Booth space is 10 feet by 10 feet and Vendors need to provide their own tables, chairs, signage etc. Booths must be erected with concerns for the safety of the public and the Market vendors.
- 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.
- 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 Market is not responsible for loss or damage or safekeeping in booth and or products due to theft, weather conditions, etc.
- 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 turned in at the Market Hub Tent at the end of Market day for reimbursement no later than the following Market day.

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 its 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 2019 Crossroads Farmers Market Vendor Rules and are bound by the terms and conditions outlined therein. This document shall become a part of the agreement to participate in the Crossroads Famers Market.

Vendor Signature: _____ Print Name: _____

Date: _____ 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 application fee
4. Copy of Proof of current auto and business insurance

**Mail Application to: Roz Liming, Market Manager
Crossroads Farmers Market
15600 NE 8th Street, Suite K-17
Bellevue, WA 98008**