

**River District Farmers' Market**  
**Vendor Rules & Regulations Agreement and Vendor Application**  
(Revised November 2011)

The *River District Farmers' Market* is open year-round every Thursday from 7 a.m. to 1 p.m. It is located in Fort Myers, Florida, at 2000 West First Street in the Centennial Park parking lot, under the U.S. 41 Caloosahatchee Bridge (at the corner of Heitman and West First streets).

### **Market History**

Originally named the *Downtown Farmers' Market*, the Fort Myers Community Redevelopment Agency (FMCRA) organized the *River District Farmers' Market* on November 3, 1994, to provide convenient and inexpensive market facilities for area vendors to sell their products directly to customers at reasonable prices. The *River District Farmers' Market* is a year-round *green market*.

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## **Vendor Rules & Regulations**

### **Instructions to Vendor Applicants**

Vendor applicants are all potential vendors who are not currently participating in the Market, whether or not they have participated in the past. Before completing and submitting the application, please contact the Market Manager at (239) 321-7100 or [marketmanager@cityftmyers.com](mailto:marketmanager@cityftmyers.com) to confirm whether there is currently space in the Market for additional vendors. All vendor applicants for the *River District Farmers' Market* must apply in writing. Applications will be reviewed by the Market Manager or the Fort Myers Community Redevelopment Agency (FMCRA) to determine if the applicant will become a vendor. **Submitting an application does not automatically guarantee admission into the Market.** Selection of Market vendors is based on several factors; please see the **Vendor Criteria** section of this document for details.

### **To apply as a vendor at the River District Farmers' Market, you must do the following:**

- Use **blue ink only** to complete this agreement and application.
- Review the *Vendor Rules & Regulations* contained in this document; if selected as a vendor, you will be expected to abide by all of them (Any questions? Please contact the Market Manager at (239) 321-7100 or [marketmanager@cityftmyers.com](mailto:marketmanager@cityftmyers.com)).
- Sign where indicated throughout this document (at the end of each section).
- Fill out and sign the *Vendor's Rules & Regulations Agreement* page and the *Vendor Application* page (pages 16 and 17).
- Copies of supporting documents such as applicable licenses, certifications, permits and booth photos. **Vendor applicants are responsible** for confirming with the Department of Agriculture/local IFAS Extension Office to learn which permits, certifications, licenses, or business tax receipts are required by calling (239) 533-7512 or (239) 533-7514.
- Although not required until accepted as a vendor at the Market, upon acceptance you will need to submit a current Certificate of Liability Insurance in which the applicant is the insured and the City of Fort Myers Florida and the Fort Myers Community Redevelopment Agency are additional insured. The Certificate must cover all dates on which the applicant is a vendor at the River District Farmers' Market. The insurance specified in the Certificate must have limits of at least \$100,000 per occurrence and \$1,000,000 aggregate.

- Submit this entire completed and signed document (please keep a copy for yourself), and all additional documents via mail or faxed together to the Market Manager at the following address/number:

**Mail:** Market Manager  
Fort Myers Community Redevelopment Agency (FMCRA)  
1400 Jackson Street, Suite 102  
Fort Myers, FL 33901  
**Fax:** (239) 344-5911

### Instructions to Current Vendors

Current vendors have been issued this version of the *Vendor Rules & Regulations Agreement* because it has been updated. Please complete this document to indicate your understanding, agreement, and willingness to comply with the new *Vendor Rules & Regulations*. You may contact the Market Manager or the FMCRA at (239) 321-7100 or [marketmanager@cityftmyers.com](mailto:marketmanager@cityftmyers.com) with any questions, comments, or perceived issues. If you do not wish to comply with the new rules, or do not return the original completed and signed document to the Market Manager within two (2) weeks of issue, you will be suspended from participating in the Market. If an emergency prevents you from attending the Market as well as the completion and return of this document in a timely manner, please contact the Market Manager or FMCRA office as soon as you possibly can to explain the situation. The Market Manager or FMCRA will work in a case-by-case basis to make all efforts to assist you though the difficulty, however, if you have been or anticipate being absent for an extended period of time, your space(s) may be reassigned to another vendor.

### For current vendors in the River District Farmers' Market, you must do the following:

- Use **blue ink only** to complete the agreement.
- Review the *Vendor Rules & Regulations* contained in this document; as a vendor you are expected to abide by all of them (Any questions? Please contact the Market Manager at (239) 321-7100 or [marketmanager@cityftmyers.com](mailto:marketmanager@cityftmyers.com)).
- Sign where indicated throughout this document (at the end of each section).
- Fill out and sign the *Vendor's Rules & Regulations Agreement* page (page 16). Please note that as an existing vendor, you do NOT need to complete the Application page again.
- If not already on file with the Market Manager/FMCRA, provide a current Certificate of Liability Insurance in which the applicant is the insured and the City of Fort Myers Florida and the Fort Myers Community Redevelopment Agency are additional insured. The Certificate must cover all dates on which the applicant is a vendor at the *River District Farmers' Market*. The insurance specified in the Certificate must have limits of at least \$100,000 per occurrence and \$1,000,000 aggregate.
- Submit this entire completed and signed document (please keep a copy for yourself) and Certificate of Liability Insurance (if not already on file with the Market Manager/FMCRA) via mail, fax, or dropped off at the FMCRA office, in care of the Market Manager at the following address/number:

**Mail:** Market Manager  
Fort Myers Community Redevelopment Agency (FMCRA)  
1400 Jackson Street, Suite 102  
Fort Myers, FL 33901  
**Fax:** (239) 344-5911

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**Vendor Criteria**

Since the *River District Farmers' Market* is considered a *green market*, only agriculturally-based items are allowed to be sold there. This includes items like fruits, vegetables, baked goods, meats, cheeses, seafood, olives, nuts, teas, coffees, flowers, plants, and ready-to-eat food. Due to the climate, the Market's year-round status and Florida's growing seasons, vendors in the green market category designation may purchase their produce and commodities from other sources and re-sell them. The sale of live animals is prohibited at the Market.

Non-edible items, such as but not limited to soaps, creams, lotions, and candles, may be sold at the *green market* but must be made from agricultural products. The vendors in this category must be involved in one of the processes of either growing the agricultural product, the manufacturing, or packaging of the non-edible item. Crafts are not acceptable as the main product for sale.

Vendor criteria include, but are not limited to:

- The number of vendors with similar products
- The number of available space(s)
- Year-round availability
- The type of product or commodity
- Method and quality of display
- Hydroponics and organics plus other specialty items or growing methods may be given priority over the same type items traditionally grown or produced.

If accepted as a *River District Farmers' Market* vendor, vendors will be notified in writing or by phone. Once the Market Manager or FMCRA receives the space fee, they will provide the vendor with a space assignment and issue a vendor-parking pass along with a map of the designated vendor parking area.

The Market Manager or FMCRA reserves the right to refuse participation by any applicant. There are no rights of entitlement or exclusive rights based upon when an application was submitted, space assignments, type or origin of product, or number of years in the Market. Inaccurate or false information on the *River District Farmers' Market Vendor Application* may be grounds for disqualification or termination from the Market.

As a note to new vendor applicants, although they may visit the Market prior to submitting an application and view an unoccupied space on one or two market days, this does not indicate that the space is available for their use. The existing vendor may have notified the Market Manager or FMCRA of an excused absence for that day. Please contact the Market Manager or FMCRA at (239) 321-7100 for questions about space availability at the Market. For more information about vendor absence policies, please see the **Absences** section of this document.

*Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Vendor Criteria** section of the Vendor Rules & Regulations.*

Signature: \_\_\_\_\_

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**Absences:** Vendors are required to be present on days the Market is open. **Vendors must contact the Market Manager at (239) 321-7100 when absent.**

- **Vendors who are not at the Market two consecutive weeks without notifying the Market Manager or the FMCRA are considered expelled from the Market, even if they paid their participation fee for the month in the case of Yearly Vendors, or for the six-month season in the case of Seasonal Vendors.** The Market Manager or FMCRA reserves the right to refuse readmission of an **Expelled Vendor** into the Market; exceptions will be made for emergencies or extreme circumstances (health issues, death in the family, etc.) under the discretion of the Market Manager or FMCRA. The Market Manager or FMCRA will review each situation on a case-by-case basis. No participation fee refunds will be made to Expelled Vendors.
- **Absent Vendors** are those vendors who expect to be absent from the Market for extended periods of time for, but not limited to, vacations, family issues, or health treatments, **and have notified the Market Manager or FMCRA in advance of the absence, plus state an expected date of return.** Absent Vendors should not consider the Market Manager or FMCRA properly notified until they receive a confirmation from the Market Manager or FMCRA in writing.
- Absent Vendors who have made a yearly commitment must pay their participation fees in advance of their planned absence in one lump sum to cover the period of their absence; once they return to the Market, they will resume the normal payment schedule.
- Absent Vendors who have made a seasonal commitment will have already paid six (6) months' participation fees in advance, so no further payment will be required through the end of the six (6) month term.
- No participation fees will be returned for absent Market days.
- Paying participation fees **only** grants return to the Market, but payment does not necessarily grant return to the formerly-held space(s). The Market Manager or FMCRA reserves the right to relocate Absent Vendors upon their return.
- Absent Vendors are not allowed to sublet or share their space(s) in the Market during their absence.
- Vendors have the option of designating their **Authorized Appointed Vendor Representative(s)** to run their booth in their place during their absence, which would keep them in their current status of Yearly or Seasonal Vendors and not revert to Absent Vendor status. Vendors are required to submit the names of all Authorized Appointed Vendor Representatives on their completed *Vendor's Rules & Regulations Agreement* when applying for the Market. Additional Authorized Appointed Vendor Representatives may be selected by the vendor, however, these additional representatives' names must be submitted to the Market Manager or FMCRA in advance of their appearance at the Market. All *Vendor Rules & Regulations* will apply to Authorized Appointed Vendor Representatives as stated in the **Appointed Agents and Employees** section of this document.
- For absent periods of over 1 month's participation fees, Yearly Vendors have the option of leaving the Market instead of becoming an Absent Vendor to save themselves the cost of participation fees when they will not be at the Market. If they desire to return to the Market, they must complete a new *Vendor Applicant* form and submit all required documentation. Re-admittance is not guaranteed, but the former vendors will receive preferred status among applicants selling the same products as long as the former vendors were in good standing prior to their departure. No participation fees will be returned for partial month use.
- The Market Manager and FMCRA wish to remain compassionate with vendors facing extenuating circumstances beyond their control while also maintaining a well-functioning, attractive Market. Vendors in difficult situations are encouraged to call the Market Manager or FMCRA with any

concerns or questions pertaining to their vendorship at (239) 321-7100. The Market Manager or FMCRA will review each situation on a case-by-case basis.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Absences** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

**Americans with Disabilities Act (ADA):** Vendors are expected to comply with all Americans with Disabilities Act (ADA) standards and regulations, and will be personally liable for any infractions. Vendors are responsible for educating themselves concerning the Americans with Disabilities Act and for keeping updated with the latest standards and regulations; please visit [www.ada.gov](http://www.ada.gov) for current information.

- Vendors will not block or encroach upon designated handicap parking spaces and their access strips.
- Service animals are allowed in the Market under ADA guidelines.
- A **minimum** four (4) foot width of sidewalk and walkway access must be maintained in all public walkway areas in the Market, including all entrance points.
- Vendors are responsible for keeping their displays and products, including but not limited to booths, tables, table legs, chairs, displays, etc., out of sidewalks and all public walkway areas to avoid tripping or other injurious hazards. Vendors will maintain liability insurance as outlined in the **Insurance** section of this document and will be wholly responsible for any and all liability as a result of their action or inaction.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Americans with Disabilities Act (ADA)** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

**Appointed Agents & Employees:** Vendors may appoint agents or employees to run their booth or sell their products. Vendors are responsible for their agents or employees knowing and abiding by the *Vendor Rules & Regulations*.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Appointed Agents & Employees** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

**Booth Space:** Vendors may pay participation fees for up to four (4) spaces, if available.

- Water and electric are not available.
- The Market Manager or FMCRA reserves the right to relocate vendors; please see the **Booth Space Relocation** section of these *Vendor Rules & Regulations* for details.
- Vendors will be assigned a space or spaces, and are expected to stay within the confines of the assigned space(s). While some space encroaching may occur during certain times, vendors will be required to move back into their assigned space(s) when asked to do so.

- Vendors are not allowed to re-locate into an Absent Vendor’s space(s) or other available space(s) of their choosing without written permission from the Market Manager or FMCRA.
- Vendors selling bulk items such as, but not limited to, watermelons, cantaloupes or pumpkins may be directed to an unmarked designated area.
- Vendors selling out of carts or large trucks may be directed to unmarked areas.
- Vendors selling ready-to-eat items may request permission from the Market Manager/FMCRA to provide seating (i.e., tables and chairs) for their customers within their booth space(s). If granted, the Market Manager/FMCRA will provide permission to do so in writing to avoid any misunderstandings. Vendors are responsible for providing their own tables and chairs in good condition. Vendors will be responsible for set-up and tear down of the tables and chairs. Vendors are responsible for keeping the tables and chairs entirely within their booth space(s), out of the Market’s public walkways, and in compliance with Americans with Disability Act (ADA) regulations. Vendors will maintain all liability for seating as well as anything else they bring into, set up, or sell in their booth space(s).

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Booth Space** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

**Booth Space Care: Vendors are responsible for maintaining their space(s) in a clean and sanitary condition.**

- Vendors are responsible for providing their own trash bags or containers, and for removing their own trash, equipment, fruit, and vegetable trimmings, wrappings, containers, and any other debris resulting from their day at the *River District Farmers’ Market*. **Failure to do so will result in probation and/or expulsion from the Market.**
- Vendors are responsible for complying with the **Americans with Disability Act (ADA)**. Vendors must keep booth signage, products and product displays, and booth structure out of the walkway area, as well as allowing a minimum of 4 feet for designated walkways. Information about ADA may be found at [www.ada.gov](http://www.ada.gov).

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Booth Space Care** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

**Booth Space Relocation:** Relocation requests **must be submitted in writing** to the Market Manager or FMCRA office. There are no rights of entitlement to any space. The Market Manager or FMCRA reserves the right to re-locate vendors. Vendors may not relocate without permission of the Market Manager or FMCRA.

- If a relocation request is granted, vendors will be notified in writing, provided a start date, and given the new space location.
- Failure to accept the new location cancels the request.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Booth Space Relocation** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

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**Commitment – Yearly (12 Consecutive Months) & Seasonal (6 Consecutive Months)**

**Vendors are expected to be at the Market twelve (12) consecutive months**, unless they designate themselves as **Seasonal Vendors**. Seasonal Vendors are permitted a term of less than 12 consecutive months due to growing seasons or type of product or commodity sold.

- **Yearly Vendors** enjoy the benefit of paying participation fees on a month-to-month basis since they have stated that they plan to be at the Market year-round. The first months' participation fees **must** be paid after acceptance by the Market Manager or FMCRA and before the start date; after this, they will be invoiced monthly for the number of spaces they will use. Payment must be tendered by the first of the month by either mailing to the FMCRA office to the attention of the Market Manager, or by visiting the FMCRA office. Checks should be made payable to **Fort Myers Community Redevelopment Agency**. Please see the **Participation Fees** section for details.
- **Seasonal Vendors** must commit to **six (6) consecutive months** at the Market, except at the discretion of the Market Manager or FMCRA (all exceptions will be provided to the vendor in writing). Seasonal Vendors must pay participation fees for six (6) consecutive months after acceptance into the Market but before their start date. Participation fees are calculated by the number of spaces reserved multiplied by six (6) months. If Seasonal Vendors choose to remain past six (6) consecutive months, they are required to notify the Market Manager or FMCRA prior to the beginning of the sixth month that they would like to remain at the Market. Seasonal vendors staying beyond the initial six (6) months will be required to pay for the additional months they are present in a one-lump sum for the remainder of their anticipated term, due the first of the month that their seventh (7<sup>th</sup>) month occurs. Please see the **Participation Fees** section for details.
- **All Vendors**—both Yearly and Seasonal Vendors—who have left the Market but would like to return to the Market at a later date must reapply prior to their desired return date like a new vendor applicant, completing the latest *Vendor Application* as well as consenting to the latest *Vendor Rules & Regulations* and submitting all required supporting documentation. Former vendors wishing to return have the opportunity to indicate previous participation in the Market on their new *Vendor Application*; if the Market Manager or FMCRA has on record that the former vendor left in good standing, they will be granted preferred status over other Vendor Applicants selling the same products. **Vendors who wish to return to the Market are not guaranteed reacceptance or, if accepted, are not guaranteed their former space**, and may be assigned to a different location. Seasonal Vendors will be reaccepted depending on the number of Yearly Vendors, number of available spaces, and type of product.
- All Vendors, whether Yearly or Seasonal, are subject to all the *Vendor Rules & Regulations*, and all revised versions.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Commitment – Yearly & Seasonal** section of the *Vendor Rules & Regulations*.

Signature: \_\_\_\_\_

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**Conduct: Vendors, agents, and employees are expected to conduct themselves in an appropriate and professional manner, and to make every effort to ensure fair and honest trade with customers.** Vendors participating in or instigating any of the following actions are subject to immediate probation and/or expulsion:

- Collusion among vendors to raise prices or exert any influence, pressure or persuasion to cause a vendor to increase prices is prohibited.

- Fighting, swearing, cursing, hitting, punching, or any other form of verbal or physical abuse to another vendor or customer will not be tolerated, and are cause for probation or expulsion.
- Complaints against vendors will be researched and documented. A complaint may or may not create cause for probation and/or expulsion.
- If a vendor brings a child under the age of 18 to the Market, the vendor is expected to supervise the child at all times. Vendors are required to comply with State of Florida Child Labor Laws at all times. Please see the Florida Department of Business & Professional Regulation at [www.myfloridalicense.com](http://www.myfloridalicense.com) or call the Fort Myers Region office at (239) 338-2376 for detailed information on the Child Labor Program.
- Market vendors must wash their hands before returning to work from a food or restroom break.
- No loud hawking or shouting to promote products is allowed. Any disruptive action, including rough housing or throwing of items, is prohibited. Radios and music played by Market vendors shall not be audible to customers during market hours, set-up and breakdown.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Conduct** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

**Contact Information:** Vendors are responsible for providing updated contact information with the Market Manager or FMCRA, and confirming its receipt. This requirement pertains to actual vendors as well as their Backup Contact Name and Backup Contact Phone Number.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Contact Information** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

**Fire Extinguisher:** Although not a requirement, vendors with a vehicle or truck should have a certified, 2A10BC fire extinguisher on hand.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Fire Extinguisher** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

**Insurance:** Vendors are responsible for their own product and liability insurance. The insurance requirement is to protect the vendor as well City of Fort Myers Florida, the Fort Myers Community Redevelopment Agency and their employees. **A Certificate of Liability Insurance in which the applicant or vendor is the insured and the City of Fort Myers Florida and the Fort Myers Community Redevelopment Agency are additional insured must be submitted to the Market Manager or FMCRA prior to their starting date at the Market.** The insurance specified in the Certificate must have limits of at least \$100,000 per occurrence, \$1,000,000 aggregate for the vendor. The Certificate must cover all dates on which the vendor is at the River District Farmers' Market, and otherwise be acceptable to the Market Manager and FMCRA.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Insurance** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

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**Licenses/Permits/Certifications:** Vendors are responsible for complying with state and local agency requirements. **Vendors are required to provide proof of their current licenses, permits or certifications when submitting their application to the Market.** Failure to do so will delay their start date.

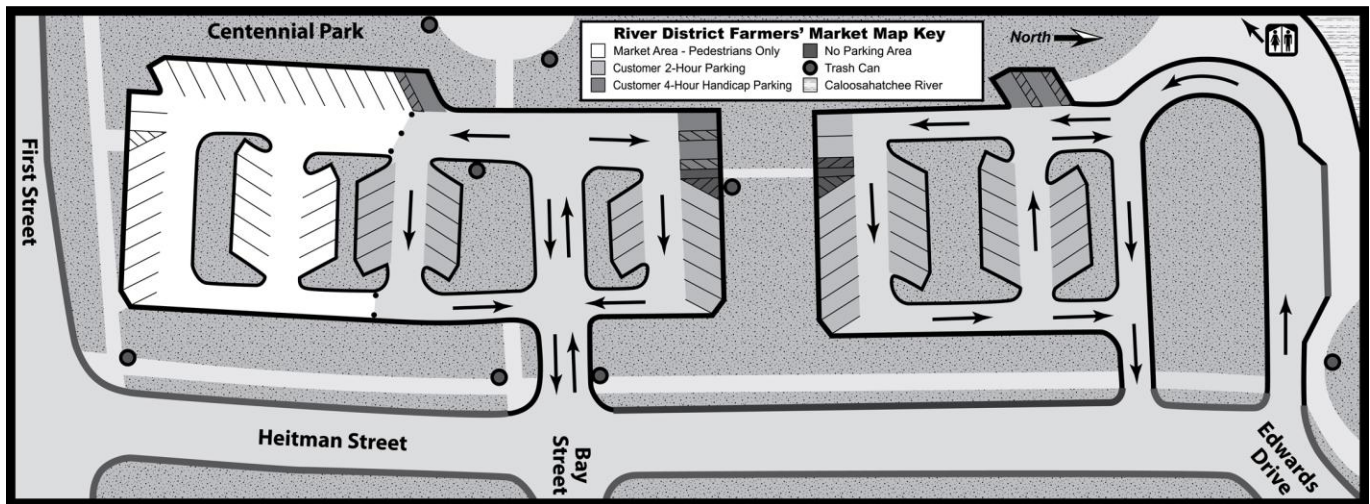
- Vendors warrant that they will not operate without proper licensure, and will cease operations and notify the Market Manager or FMCRA immediately in the event a license is expired, revoked or otherwise lost. **Vendors closed down by a permitting authority for failure to renew licenses, permits or certifications may be subject to suspension or termination. The vendor will bear full responsibility for any loss or legal action resulting from improper licensure.**
- Vendors are responsible for updating all business information in a timely manner with the Market Manager and FMCRA including all contact information, as well as confirming that the Market Manager and FMCRA have received this current information.
- Suspended or terminated vendors may be asked to re-apply to the Market, and if accepted, are not guaranteed their formerly-assigned space. Each case will be handled on an individual basis.
- Vendors can check with the Department of Agriculture/local IFAS Extension Office by calling (239) 533-7512 or (239) 533-7514 to learn which permits, certifications, licenses, or business tax receipts (formerly known as occupational licenses) they specifically will need.
- Examples of permits include:
  - **Annual Food Permit:** Home canned or cured products, home baked goods or processed foods **cannot** be sold without prior approval of the County Health Department and/or the Department of Agriculture and Consumer Services.
  - **Certified Food Manager:** The Division of Food Safety requires Food Manager Certification for the sale of foods including but not limited to eggs, milk, cheese, meats, and seafood.

*Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Licenses/Permits/Certifications** section of the Vendor Rules & Regulations.*

Signature: \_\_\_\_\_

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## Market Location, Days & Hours of Operation



**Market Location:** The Market is located in the far south section of the south parking lot under the U.S. 41 Caloosahatchee Bridge in Centennial Park (at the northwest corner of Heitman and First streets). Please refer to the map above for the Market location (vendors will be located in the white section); the remaining sections of the parking lots are for **customer parking only**. Vendor parking will be addressed in the **Parking** section of this document.

- To assist Market vendors and customers locate the Market, the Market's address may be entered into GPS mapping systems: 2000 West First Street, Fort Myers, Florida 33901.
- The Market Manager or FMCRA, at their discretion, may move the Market to another location.

**Days of Operation:** The Market is open every Thursday of the year with exceptions for national holidays.

- The Market will be closed for national holidays when such holidays fall on the Market day. Vendors will be given advance notice of these closings. The Market may or may not be open on alternate days (i.e., the Wednesday before Thanksgiving instead of Thanksgiving Day itself).
- The Market may also be closed at the request of the City of Fort Myers or the State of Florida for roadwork, utility repairs, bridge maintenance or other work required within or adjacent to the Market location.

**Opening Time: The Market opens at 7:00 a.m.** Booth setup should be completed—and as applicable, vehicles should be removed to the designated parking area—by 7:00 a.m.

**Closing Time: The Market closes at 1:00 p.m.** Vendors must be packed up and out of the parking lot by 2:30 p.m. at the latest.

**Leaving Early:** Vendors who need to leave early due to employment or other commitments are asked to notify the Market Manager ahead of time. A new booth space will be assigned to provide an easy exit that does not create safety and liability issues.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Market Location, Days & Hours of Operation** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

**Market Manager:** The FMCRA may, at its discretion, appoint a Market Manager. The Manager and FMCRA are interchangeable. The Market Manager will oversee the Market, the vendors, and enforce the *Vendor Rules & Regulations*.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Market Manager** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

**Parking: Vendors will be provided a hang tag identifying them as a Market vendor, and will be asked to park their vehicles off-site, unless instructed otherwise.**

- The hang tag should be hung from the rear-view mirror or taped to either side of the windshield or be subject to a fine.
- Vendors are only allowed to park in the parking areas indicated on the Vendor Parking Map they are given when issued their parking hang tag.
- **Vendors are not allowed to park in the Market area.** Occasionally, the type of vendor (i.e., ready-to-eat food vendors selling their product out of a specially-designed truck) will require a vendor to park his or her vehicle in the Market area; special permission to do so must first be made by the Market Manager or FMCRA, and will be determined at the discretion of the Market Manager or FMCRA. If granted special permission to park the vehicle within the Market area, the vehicle must fit within the vendor’s booth space, otherwise the vendor must pay for an additional, adjacent space; granting this privilege is contingent upon available space and is at the discretion of the Market Manager or FMCRA. Special permission will be issued by the Market Manager or FMCRA in writing to ensure that there are no misunderstandings.
- **Vendors are not allowed to park in the customer parking area during Market hours.** Customer parking consists of all the parking spaces in both parking lots under the U.S. 41 Caloosahatchee Bridge outside the Market area, as indicated on the Vendor Parking Map. Vendors who park in the customer lot, with or without a hang tag, are subject to receiving a parking ticket. The customer parking area is part of the 2-hour Zip Zone; customers may park free for 2 hours per day anywhere in the entire Zip Zone. If a vehicle has used its 2-hour allotment for the day, it must be moved out of Zip Zone parking into a metered space or be subject to a parking ticket.
- The Market Manager or FMCRA reserves the right to have vendor trucks or personal vehicles removed from the Market area.
- Vehicles may enter the Market space through the Bay and Heitman streets entrance. Vendors are expected to use their vehicles in this area only to unload/pack up merchandise.
- Vehicle parking locations are subject to change.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Parking** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

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**Participation Fees:** The participation fee for a 10 ft x 10 ft tent-size space is **\$25 per space per month**. Vendors may purchase up to four (4) spaces, if available, at the \$25 per space per month charge. No refunds will be given for missed Market days, nor will fees be prorated for middle of the month start-ups or endings.

- **For Yearly Vendors, the first month's participation fee is due after official notification of acceptance by the Market Manager or FMCRA but before participation begins.** Please do not submit payment with initial application; participation fees will only be collected once the vendor is accepted to the Market.
- Yearly Vendors will be invoiced monthly thereafter. Monthly participation fees may also be paid in advance. Fees should be received at the FMCRA office on or before the first of each month. Vendors are responsible for paying the participation fees in full for their space(s) by the first of each month regardless of receiving an invoice. Vendors are responsible for updating all business information in a timely manner with the Market Manager and FMCRA including all contact information, as well as confirming that the Market Manager and FMCRA have received this current information.
- Yearly Vendor participation fees are late when one month's payment is past due. Yearly Vendor participation fees that are two months' past due are subject to suspension until all past-due amounts are paid in full and late fees may apply.
- **Seasonal Vendors must pay six months' participation fees in full after acceptance by the Market Manager or FMCRA but before participation begins.** Seasonal Vendors must pay in advance for six months regardless of whether they are present at the Market six (6) consecutive months or not. Leaving the Market prior to the end of the six (6) month period indicates a breach of agreement between the Seasonal Vendor and the Market/FMCRA, and no refunds will be given for any remaining time. If Seasonal Vendors wish to return to the market, they will have to reapply as a new vendor applicant. **Vendors are not guaranteed reacceptance or, if accepted, are not guaranteed their former space**, and may be assigned to a different location.
- Vendors may mail or hand-deliver participation fees. Checks or money orders should be made payable to the **Fort Myers Community Redevelopment Agency**. Participation fees paid in cash should be hand-delivered or mailed to the following address:

Market Manager, Fort Myers Community Redevelopment Agency  
1400 Jackson Street, Suite 102  
Fort Myers, FL 33901

- The Market Manager or designee will not collect participation fees when on site at the Market.
- Participation fee charges are subject to change.
- No subletting or sharing of space is permitted.
- No refunds will be given.
- All checks returned for insufficient funds (also known as "bounced" checks) will be handled by the City of Fort Myers Treasury department, which will issue a charge for the return of checks for insufficient funds. Vendor whose checks are returned will be notified and directed to speak to a representative from the City of Fort Myers Treasury department pertaining to correcting the issue.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Participation Fees** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

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**Pets, Livestock, Live Animals, Dead Animal Carcasses, Hides or Pelts:** Vendors are prohibited from bringing pets, livestock, live animals, dead animal carcasses, hides or pelts into the Market to give away, trade, barter, or sell.

- The legitimate sale of meat will be at the Market Manager’s discretion and must comply with all government laws, rules, regulations, and licensing guidelines.
- Service animals are allowed in the Market under American with Disabilities Act (ADA) guidelines.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Pets, Livestock, Live Animals, Dead Animal Carcasses, Hides or Pelts** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

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**Product Allowances:** The Market Manager or FMCRA cannot grant exclusive rights to the selling of a particular product or commodity. Every effort is made to assure diversification among same-type vendors.

- Only items approved by the Market Manager or FMCRA may be sold at the Market.
- Baked goods must be packaged according to individual business’ regulatory guidelines.
- Loose items sold by weight such as, but not limited to seeds, nuts, pasta, and candy, must be packaged or displayed in covered containers.
- Scales used to sell by weight must be inspected and approved by the Department of Agriculture, Bureau of Weights and Measures. Vendors are responsible for maintaining properly-calibrated scales.
- No organic material such as mushroom compost, crab waste or any other animal manure can be sold at the market. Violation of this provision will result in automatic probation or expulsion from the Market.
- Live animals are not allowed to be given away, traded, bartered, or sold at the Market. Violation of this provision will result in automatic probation or expulsion from the Market.
- **Adding new products:** Vendors must request the permission of the Market Manager or FMCRA via the written *Vendor New Products Form* concerning the addition of new products. Authorization from the Market Manager or FMCRA must be obtained before vendors are allowed to add new products to their booth. This is required to ensure the products meet the *green market* designation.
- **The Market Manager or FRCMA reserves the right to ask that unsuitable or unapproved products be removed from sale.** All products must be of high quality; repeated complaints about product quality may result in termination.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Product Allowances** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

**Revised Rules:** The *Vendor Rules & Regulations* may be revised from time-to-time at the sole discretion of the Market Manager or FMCRA. Vendors will be given a copy of the revised *Vendor Rules & Regulations*, asked to sign the *Vendor's Rules & Regulations Agreement*, and return the signed page within the time period specified.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Revised Rules** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

**Solicitation & Advertising:** The Market Manager or FMCRA will promote the market as a whole, both on-site and through various forms of advertising. For their benefit, vendors are asked to cooperate with *River District Farmers' Market* staff and provide requested information whenever possible.

- Vendors are prohibited from soliciting customers or other vendors to join a sales network or pyramid-type group while on site, whether through advertising, business cards, or any form of verbal communication. Vendors, agents or employees who participate in this behavior will be terminated immediately.
- Vendors are encouraged to promote and/or advertise their individual business and merchandise as part of their businesses' personal marketing plan; neither the *River District Farmers' Market*, the Market Manager, nor the FMCRA or its employees or agents shall be responsible for the content or costs of these ventures.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Solicitation & Advertising** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

**Tax: Market participants will be individually responsible for conforming to local, state, and federal sales tax laws**, including the collection and payment of sales tax from transactions with customers as applicable to their product base. Vendors are encouraged to consult a local Florida attorney or tax professional concerning this process.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Tax** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

**Termination:** The Market Manager or FMCRA reserves the right to terminate any vendor without cause at any time with a 10-day written notice.

Please sign to acknowledge your understanding and agreement to comply with each and every item described in the **Termination** section of the Vendor Rules & Regulations.

Signature: \_\_\_\_\_

**River District Farmers' Market**  
**Vendor's Rules & Regulations Agreement**

**NOTE: New vendor applicants must also complete, sign and submit the *Vendor Application* on the next page. Please print legibly except for signature and use Blue Ink only to complete this legally-binding agreement.**

I have read, understand, and agree to abide by the *Vendor Rules & Regulations* for the *River District Farmers' Market*, revised November 2011. I have met all local, state, and federal health, inspection, and licensing requirements prior to selling products at the *Market*. I understand that this is a legally-binding agreement.

I do not hold the City of Fort Myers, the Fort Myers Community Redevelopment Agency, or the Market Manager liable for any property damage or personal injury that either my representatives or I may incur while selling at the Market. I accept full financial liability for my actions, and all products that either I or my representatives sell at the *River District Farmers' Market*.

I further agree to indemnify, defend, and hold harmless the City of Fort Myers, the Fort Myers Community Redevelopment Agency, or the Market Manager from and against any and all claims, and actions for injury, damage or loss to persons or property or other liabilities or expenses whatsoever, including court costs, and attorney's fees, related or arising out of my or my agent's actions, omissions, and operations with the *River District Farmers' Market*.

Vendor Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Website (if applicable): \_\_\_\_\_

Backup Contact Name: \_\_\_\_\_ Backup Contact Phone: \_\_\_\_\_

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

Authorized Appointed  
Vendor Representatives: \_\_\_\_\_  
(Names of People  
Working for You)

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**Sign and return to:** Market Manager, Fort Myers Community Redevelopment Agency, 1400 Jackson Street, Suite 102, Fort Myers, FL 33901 or fax to 239-344-5911.

River District Farmers' Market
Vendor Application

NOTE: Only new Vendor Applicants must complete the Vendor Application. Current Vendors do not need to complete this form. Please see the checklist on page 1 for instructions on how to submit an application with documentation. Please print legibly except for signature and use Blue Ink only to complete this application.

Applicant Name: (Print) \_\_\_\_\_

Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Website (if applicable): \_\_\_\_\_

Backup Contact Name: \_\_\_\_\_ Backup Contact Phone: \_\_\_\_\_

Describe or list the products, commodities, produce or other items to be sold (add pages if necessary):

\_\_\_\_\_

Check the type of Vendor you would like to be: [ ] Yearly [ ] Seasonal (6 Months' Fees x Space(s) Due)

Check the number of 10' X 10' spaces you require: [ ] 1 Space (\$25/month) [ ] 2 Spaces (\$50/month)
[ ] 3 Spaces (\$75/month) [ ] 4 Spaces (\$100/month)

Describe your display tent and/or tables, etc. Include a photo of the display (photos will NOT be returned).

\_\_\_\_\_

Provide names and locations of other markets in which you and/or this business have participated:

\_\_\_\_\_

Has your business ever been a vendor at this Market before (since 1994)? [ ] Yes [ ] No

If so, please list dates: \_\_\_\_\_

Vendors must unload their product and move their vehicles outside the Market area prior to 7:00 a.m. start time. Vendors requiring their vehicle inside the Market to sell their product(s) should explain below why an exception should be made. A request does not grant entitlement. Add pages if necessary.

\_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sign and return this page and required documents to: Market Manager, Fort Myers Community Redevelopment Agency, 1400 Jackson Street, Suite 102, Fort Myers, FL 33901 or fax to 239-344-5911. Application packets will be reviewed by the Market Manager or the FMCRA. Submitting an application does not automatically grant acceptance, or entitlement into the Market. The Market Manager or FMCRA reserves the right to refuse any participant. False information on this document is grounds for immediate expulsion from the Market.

Market Manager Use Only Below this Line:

Application \_\_\_\_\_ Photos \_\_\_\_\_ Start Date: \_\_\_\_\_
Permits/Licenses \_\_\_\_\_ Liability Ins. Cert. \_\_\_\_\_ Fees Received \_\_\_\_\_