

1. Booth spaces are 10' X 10'. Rental fees are:
  - a. Under the Pavilion \$15 per space, per day
  - b. Outside the Pavilion \$10 per space, per day
  - c. Electricity usage is \$25 per season. Electricity is not available at every space.
2. Payment Options: All vendors must have a '0' or positive balance at the start of a market day in order to set up at the market. Credits will only be held for one year.
  - a. You may pay weekly at the market using cash or check. Checks must be made out to Edmond Parks and Recreation
  - b. You may make a payment in advance to the Edmond Parks and Recreation office by calling (405) 359 – 4630 or coming into the office located at 2733 Marilyn Williams; Dr, Edmond, OK; 73003
  - c. You may also pay in advance by mailing a check to the Edmond Parks and Recreation office; Attn: Edmond Farmers Market; 2733 Marilyn Williams Dr; Edmond, OK; 73003
3. Location: The Edmond Farmer's Market is located at the City of Edmond's Festival Market Place (26 W 1<sup>st</sup> St.) located on First Street one block West of Broadway in Downtown Edmond, Oklahoma (Saturday's) and Mitch Park (1501 W Covell) on Covell in a parking lot at the front of the park (Wednesday's).
4. Insurance: It is the responsibility of all vendors to carry liability insurance. All vendors must provide documentation (declaration page) of a minimum of \$300,000 in liability insurance.
5. Vendor Employees and Representatives: It is the responsibility of the vendor to ensure all employees/representatives understand and abide by the Edmond Farmers Market Rules and Regulations.
6. Authority over the market rests with the Market Management.
7. Acceptance into the Market is not guaranteed. Please do not assume you have been accepted to participate until you receive written notice from Market Management. *This includes prior year Vendors.*
8. If you are accepted and will not be starting on the first Market date you must notify Market Management no less than 5 days prior to your anticipated start date. Failure to do so may result in delayed participation.
9. All vendors must check-in with the Market Coordinator on their first day to verify location of their booth space. Prior year vendors may not be in the same location the following year. In order to be considered for space under the pavilion, you must plan to be at the market for no less than 80% of the market season. For the 2019 season, this will be 23 Saturdays.

## 2019 Edmond Farmers Market Rules and Regulations

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10. If a Vendor will not be at the Market on a specific date the Vendor must notify Market Management. Notice must be given within 12 hours or that date will be considered a “no show” and you will be charged. Excessive “no shows” will result in termination of the contract and dismissal from the market. Excessive “no shows” will be based on 25% of the dates *requested by the Vendor on the application*. Dates listed on the application as “not attending” or those with proper notification will not count toward the 25%.
11. The market make-up will be balanced between growers, manufacturers and crafters to meet the requirements by the Department of Agriculture to qualify as an All OK market.
12. Our goal is to promote regionally grown produce and related products. Priority will be given to Vendors who grow their own produce or manufacture their own food in the state of Oklahoma in a licensed commercial kitchen. Vendors who are 100% re-sale will not be considered.
13. Re-sale items are not allowed. With Market Management approval, you may sell the goods of another vendor in addition to your items. Customers are allowed to pick up pre-sold items at the market.
14. Market Management has the right to perform onsite visits to any location which has been listed as the site for Oklahoma grown produce. If Market Management decides that said produce is not being grown at such site, the Vendor will be considered for immediate and permanent removal from the Edmond Farmer’s Market.
15. All manufactured foods must be manufactured in Oklahoma by you, or be your recipe, and you must provide the correct permit from the Oklahoma State Department of Health (OSDH). If your product uses a co-packer, you will need to provide a copy of the co-packer’s licensing.
16. Vendors must provide their own tables, chairs, change and tents. All tents, tables and chairs must be secured to avoid injury. Please make sure you have enough weight to hold your tent down OR be aware some days the wind is too strong for a tent, on those days you will need to be prepared to not use the tent.
17. Vendors are responsible for setting up their own booths and being ready to go by 8 am and will make every effort to stay until the market is over at 1 pm.
18. Market Management will assign all vendor locations. If you were a Vendor in the prior year, that space is NOT guaranteed for the upcoming/current season.
19. Vendors are limited to one vehicle (a vehicle is considered 1 car or 1 trailer) on site per space rented. Exceptions may be possible but must be cleared through Market Management. Every attempt will be made to accommodate everyone but due to the number of Vendors, space is limited. Free parking is always available one block north of the market on Main Street.

20. Vendors are required to display prices **and** growth location (city in OK) of product for best communication with customers.
21. Pricing of same items between vendors must be comparable. Vendors found undercutting will be asked to adjust their pricing back to comparable pricing. Undercutting will be considered a violation of market rules.
22. Vendors are responsible for cleaning their areas before leaving the Market each Market day. This includes picking up produce or other product items and placing them in the trash. Dumpsters are located on the WEST side of the parking lot for market use. Boxes must be broken down before placing in the dumpster. Do not place boxes in the trash cans, they need to go directly to the dumpsters. If you need a broom and/or dustpan, please ask the Market Staff and they will provide one for you. Failure to follow trash removal rules will result in suspension from the market, repeat offenders may have their agreement terminated.
23. Licenses/Certifications: If you sell any of the following items, you must include a copy of the license/certification corresponding with the item, with the application as well as have available on-site (at the market):
  - a. Eggs
  - b. Manufactured items
  - c. Dairy
  - d. Meat
  - e. Organic
24. Vendors are not allowed to tell or imply to customers, other vendors or market staff your produce is organic or meat items are 'grass fed' unless you provide the correct licensing/certification paperwork to Market Management.
25. The Oklahoma State Department of Health and Oklahoma Department of Agriculture have jurisdiction over sales of manufactured food at all Oklahoma Farmer's Markets. Vendors must comply with all applicable requirements to be eligible for participation at the Edmond Farmer's Market.
26. If there is an item in question as to the authenticity of the grown/raised/manufactured location or the quality (spoiled) of the items, the Market Coordinator or Market Manager reserve the right to inspect and have the item(s) pulled from the market. If this a repeated problem with the vendor, the vendor may be removed from the market indefinitely.
27. Vendors are responsible for paying the appropriate sales tax to the Oklahoma Tax Commission. Information on this process can be found online at <http://oktax.state.ok.us>.
28. Vendors are expected to conduct themselves in a professional manner and in accordance with the rules and regulation of the market. All vendors are expected to treat the Market Staff, other vendors and customers with respect and without discrimination.

29. Verbal confrontation at the market or market events are grounds for suspension or removal from the market. If you have a discrepancy regarding another vendor, you are required to bring your concern to the Market Staff. Courtesy to others and our customers will prevail above all disagreements. Vendors must respect and adhere to all responsible requests issued by Market Management. This includes requests regarding products offered for sale, signage, safety issues and use of space.
30. *Vendors may be suspended for violation of the signed contract or behavior deemed inappropriate by the Recreation Program Manager.* So...please mind your P's & Q's ☺.
31. The Market will be open rain or shine unless dangerous weather such as tornados or lightening prohibits the operation of the Market. In severe weather situations, credits will be issued if approved by Market Management.
32. The Edmond Farmers Market is not a forum for fundraising or for handing out non-profit or political information. The Edmond Farmers Market is not an opportunity for engaging vendors or customers in solicitation for non-profits, political opportunities or outside business ventures.

**In consideration of being accepted to and allowed to participate in any way in the Edmond Farmer's Market, related events and activities, the Vendor:**

1. Agrees that prior to participating, the Vendor and Market Management will inspect the facilities to be used. If either party believes anything to be unsafe, they will immediately advise Market Management of such condition(s).
2. Assume all the foregoing risks and accept personal responsibility for damages following any injury, permanent disability or death.
3. Release, waive, discharge and covenant not to sue the City of Edmond, its affiliated clubs, their respective administrators, directors, agents and other employees of the organizations, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event, all of which are hereinafter referred to as "releasees" from any and all liability to each of the undersigned, his or her heirs and next-of-kin for any and all claims, demands, losses, or damages on account of injury, including the death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise the undersigned, having read the above waiver and release, understand that they have given up substantial rights by signing and sign it voluntarily.
4. All participants are responsible for payment of any applicable sales tax and shall remit taxes to the Oklahoma State Tax Commission.
5. No refunds will be issued: you will receive credit on your account that may be applied to next season only. Credit will only be issued with proper advance notification to Market Management or severe weather that prohibits the market from operating.