

## ISSAQUAH FARMERS MARKET APPLICATION GUIDELINES

Throughout the market season we do continue to accept new joining vendors based on our availability for the product sold and vendor space available.

If you are interested in applying for the currently running 2011 season, please complete the following steps...

1. Review application, rules & regulations (Pages 1 – 12)
2. Complete Pages 1 – 4
3. Take a photograph of your product.  
If you have a large variety of items, a few photographs may be necessary.
4. Mail your completed & signed application (Pages 1 – 4) along with your photographs and any additional information you deem necessary to:

Issaquah Farmers Market – Attn: Cynthia Wright  
PO Box 1307  
Issaquah, WA 98027

**\*IMPORTANT\***

**Do not mail any money with your application!**

If accepted, the membership fee and daily booth fee will be due on your first day of participation.

Once received, your application will be reviewed by the Market Managers and you will be informed via mail or phone on the status of your application. Please allow two weeks from the date mailed for a response. An additional jury appointment to preview your items in person may be necessary.

**FULL VENDOR CATEGORIES:**

The following vendor categories are full and we are not accepting any applications in these categories:

- Jewelry
- Wood Craft
- Lotions / Soaps
- Concession Food
- Wineries
- Bakery
- Cut Flowers

If you represent one of these categories but still choose to submit an application, your submission will be added to the wait list and you will be contacted should space become available.

Date: \_\_\_/\_\_\_/\_\_\_

**2011 Issaquah Farmers Market  
Application, Rules & Regulations & Guidelines**

Office Use Only

**Issaquah Farmers Market – Attn: Cynthia Wright  
Mailing Address: P.O. Box 1307 Issaquah, WA 98027**

**Market Main Line: 425-837-3311 [issaquahfarmersmarket@ci.issaquah.wa.us](mailto:issaquahfarmersmarket@ci.issaquah.wa.us)  
Market Manager: Jera Gilmore / 425-837-3320 / [jerag@ci.issaquah.wa.us](mailto:jerag@ci.issaquah.wa.us)  
Market Manager: Cynthia Wright / 425-837-3367 / [cynthiaw@ci.issaquah.wa.us](mailto:cynthiaw@ci.issaquah.wa.us)**

**APPLICANT INFORMATION:** (Please Print Clearly)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Physical/Farm Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_ Business Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_ Business Website: \_\_\_\_\_

Vehicle License #: \_\_\_\_\_ State Registered: \_\_\_\_\_ \*Vendor Parking Allowed in back rows of upper south lot only\*

Have you previously participated in our Market? \_\_\_\_\_ # of Years Previously Participated? \_\_\_\_\_

How did you hear about our Market? \_\_\_\_\_

Anticipated 1<sup>st</sup> Day of Participation in our Market? \_\_\_\_\_

**PRODUCT INFORMATION:**

Product Category: Please select the grouping below that best describes the items to be sold at your booth.

- 1. Produce     2. Nursery     3. Flowers     4. Processed Food     5. Concessioned Food
- 6. Crafts     7. Non-Profit (Advertising)     8. Non-Profit (Fundraising)     9. Other: \_\_\_\_\_

**Brief Summary of items to be sold:**

\_\_\_\_\_  
\_\_\_\_\_

**List Specific Items to be sold at the Market and approximate dates of availability:**

Vendors will be granted permission to sell only what is listed here. If you come to the Market with items to sell that are not listed here, you will be asked to remove them from your tables, unless you have obtained prior approval from the IFM. Some items you list here may not be allowed to be sold – we will contact you directly if there are items listed here that cannot be accommodated.

This application will not be processed without a detailed list of products you will bring to Market, including specific varieties and dates of availability. Please use extra paper if necessary.

Crop or Product	Month Sold	Crop or Product	Month Sold

**For returning vendors:**

Are you planning to bring any new products to the Market in 2011 that you did not sell last season?  Yes  No

If yes, please explain:

**JURY PROCESS:**

All items sold at the Issaquah Farmers Market are subject to approval by City of Issaquah Staff prior to becoming an annual member. Upon joining the Market, your items will be judged and accepted on the following criteria:

- Product Quality
- Means of Creation
- Contributing Value to the Market
- Number of direct competitors already selling the same product

Returning Vendors from the 2010 Season are not required to re-jury their items, unless a new product is being sold or added.

New Vendors must have their items juried prior to joining the Market. If you are attending the New Vendor Market Meeting please bring a selection of your products to be sold to the meeting for on-site inspection. Appointments can also be scheduled individually with the Market Manager at the Pickering Barn. Please call 425-837-3311 to schedule an appointment.

**PERMIT REQUIREMENTS:**

Vendor Categories 1, 4 & 5 may require applicable King County Health Department permits per booth activity.

Have you received or applied for a current applicable permit? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, which permit have you applied for?

\_\_\_\_\_

Are you providing a copy of the approved permit enclosed with this application? Yes \_\_\_\_\_ No \_\_\_\_\_

If No, when will you have an approved permit to submit to the Market Manager? \_\_\_\_\_

(See Page 10 for Health Dept. Permit Info)

**BOOTH INFORMATION & 2011 SEASON FEES:**

**Annual Membership Fee:**  \$35 Non-Refundable Fee  
(Required with Application)

**Annual Outdoor Electrical Fee:**  \$25 Non-Refundable Outdoor Electrical Access for 2011 Season  
(Required with Application)

*\*Please note electricity outside is extremely limited. New vendors may not be eligible for electrical access and should be prepared to use an alternative source of power if necessary. Indoor electrical is available first-come, first-serve weekly at no charge.*

**Indoor Booth Fee (10x10):**  \$25 Weekly Indoor Stall (To be paid weekly upon check-in)

\$600 Indoor Non-Refundable Pre-Pay for 2011 26 Market Season (\$50 Savings)  
(Payment Due with Application)

**Outdoor Booth Fee (10x10):**  \$30 Weekly Outdoor Stall (To be paid weekly upon check-in)

\$720 Outdoor Non-Refundable Pre-Pay for 2011 26 Market Season (\$60 Savings)  
(Payment Due with Application)

**Total Submitted with Application:** \$ \_\_\_\_\_ *Cash and/or checks accepted. Checks payable to: City of Issaquah*

- If you are unsure about whether you'll want to be inside or outside, do not sign-up for the Pre-Pay Option. Instead pay applicable fee week to week at check-in.
- Pre-Pay Option is non-refundable once paid and will not be returned for weeks unused or leaving the Market no matter how far in advance you cancel or your reason for cancelling.
- Pre-Pay Option is not transferrable to another vendor
- Pre-Pay Option is not transferrable to another season
- Pre-Pay Option can not be adjusted if switching from originally selected indoor / outdoor option
- Pre-Pay Option does not provide a guaranteed booth location each week. Stall assignments are assigned weekly based on submission of green slip, product category and availability.

**STAFF USE ONLY**

Amount Received: \$ \_\_\_\_\_  Cash  Check App Received By: \_\_\_\_\_ App Approved By: \_\_\_\_\_

Please review the following 2011 Rules & Regulations and sign the next page to complete the Application

## 2011 Issaquah Farmers Market CODE OF CONDUCT

### **Code of Conduct: Adopted January 2011**

***Code applies to all vendors, their workers, agents, guests, volunteers, family or anyone assisting a vendor in any manner.***

1. Practice patience and understanding to customers, other vendors, and Market staff
2. Demonstrate sensitivity to people of all ages, ethnicities and diversities; in accordance with RCW49.60.030 Freedom from Discrimination law.
3. No wearing of or use of items that violate the anti-hate crime laws (including but not limited to wearing of t-shirts, stickers, posters, pamphlets, etc.)
4. Treat customers with courtesy, respect and honesty
5. Assist other vendors whenever possible
6. Treat other vendors and their property with respect and understanding
7. Treat market staff & volunteers with respect and understanding
8. Notify market staff immediately of any unsafe conditions or grievances
9. Resolve conflicts in an unobtrusive manner
10. Do not use or condone profanity or vulgarity towards any other person, either by actions or in any language.
11. Do not bring dogs or other animals to the Market
12. Vendor's children are their responsibility and must be under adult supervision at all times
13. No Vendor may be under the influence of illegal drugs or alcohol while participating at the market; or use prescription or over-the-counter drugs that impair their ability to operate their booth in a safe manner.
14. All products offered for sale must be safe, have a decent life expectancy and exhibit quality of construction

The Market Manager or Representative of the Issaquah Farmers Market has the right to remove or deny from point of membership any vendor whose conduct is disruptive or harmful to the integrity of the Market customers, staff and other vendors. **Disruptive or harmful behavior may be described as but is not limited to:**

- An act of assault, harassment or intimidation; including angry yelling
- Use of abusive language
- Fighting
- Discriminatory or hate-crime behavior
- Acting in an unprofessional manner
- Negatively affecting the Market atmosphere or reputation
- Misrepresentation of products sold
- Repetitive no-show attendance without proper cancellation

**Acts of such behavior may result in a warning, suspension or expulsion from the Market of which decision is at the sole discretion of the City.**

**Warnings:** Failure to abide by this Code of Conduct may result in verbal and/or written notices of improper behavior. Continued behavior may result in suspension or expulsion.

**Suspensions:** Failure to abide by this Code of Conduct may result in a written suspension from the Market for an amount of time determined by the Market Staff dependent on the offense committed.

**Expulsion:** Failure to abide by this Code of Conduct may result in written expulsion from all further Market participation.

**Please cooperate with other Vendor's, the Market Manager, Market Staff, and the City of Issaquah to maintain the unique atmosphere and appeal of our market.**

**Grievances, Complaints or Suggestions** should be discussed with the Market Manager or person in charge of the Market that day failure to do so may result in limiting the City's ability to address any particular situation. Suggestions or criticism can also be mailed to the Issaquah Farmers Market, City of Issaquah, and P.O. Box 1307 Issaquah, Washington 98027-1307.

**2011 Issaquah Farmers Market Applicant Signature Page**

- By accepting a stall at the Issaquah Farmers Market each vendor hereby agrees to abide by the regulations in this application (Pages 1 – 12 )and must sign the below Hold Harmless Agreement covering the City of Issaquah.
- The Management of the Issaquah Farmers Market reserves the right to cancel the privileges of any vendor who, in the opinion of Management, has willfully violated the Rules and Regulations governing the Issaquah Farmers Market.
- The Market Management, Issaquah Parks and Recreation Department, and the City of Issaquah who are responsible for the management of the Issaquah Farmers Market will enforce the following rules and regulations.

**INDEMNIFICATION & HOLD HARMLESS AGREEMENT**

**THE MARKET VENDOR PARTICIPANT NAMED BELOW SHALL** indemnify and hold the CITY and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the CITY arising out of, or in connection with, or incident to, their participation (or the MARKET VENDOR PARTICIPANT'S agents, employees, officers, or volunteers) at the CITY of ISSAQUAH FARMERS MARKET, and/or the MARKET VENDOR PARTICIPANT'S performance or failure to perform in a manner consistent with CITY facility rules and regulations, following CITY staff instructions, or any actions while at the ISSAQUAH FARMERS MARKET; provided, however, that if such claims are caused by or result from the concurrent negligence of the CITY, its agents, employees, and/or officers, this indemnity provisions shall be valid and enforceable only to the extent of the negligence of the MARKET VENDOR PARTICIPANT; and provided further, that nothing herein shall require the MARKET VENDOR PARTICIPANT to hold harmless or defend the CITY, its agents, employees, and/or officers for damages or loss caused by the City's sole negligence. The MARKET VENDOR PARTICIPANT expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Title 51 R.C.W., for the purposes of this Indemnification and ISSAQUAH FARMERS MARKET participation if the MARKET VENDOR PARTICIPANT is any type of business entity, whether for profit or not for profit. No MARKET VENDOR PARTICIPANT is an employee, agent or volunteer of the CITY for this ISSAQUAH FARMERS MARKET ACTIVITY, all are independent vendors.

**PHOTO/VIDEO RELEASE:** I the undersigned MARKET VENDOR PARTICIPANT and/or any representative of my ISSAQUAH FARMERS MARKET participation, give permission to have photos/video tapes taken without compensation, during City Of Issaquah activities and used for publicity purposes in any manner by the CITY.

**PARTICIPANTS BRINGING ANIMALS ON SITE AS PART OF BOOTH / PRODUCT:** MARKET VENDOR PARTICIPANT expressly agrees to hold the CITY harmless as described above for all incidents involving any behavior from the animals they bring onto CITY property regardless of whether the animal was provoked, injured, died, or from any actions whatsoever that bring a claim or lawsuit against the CITY. The MARKET VENDOR PARTICIPANT is solely responsible for the actions of the animals they or their agents have brought onto CITY property and will reimburse the CITY for any damages to CITY property ensuing from those animal's actions. The MARKET VENDOR PARTICIPANT agrees that CITY staff have the sole determination in whether any animal may stay or must vacate CITY property immediately upon such CITY staff verbal notification to MARKET VENDOR PARTICIPANT. Safety of the general public is the first concern of the CITY and any decision of CITY staff to have an animal removed from CITY property is the final and sole determination. If MARKET VENDOR PARTICIPANT does not immediately remove an animal upon CITY staff notification, the CITY police will be notified to do so.

**IFM APPLICATION & REGULATIONS:** I have read the IFM Application, Rules & Regulations & Hold Harmless Agreement. My signature below indicates that I agree to abide by the policies and procedures of the Issaquah Farmers Market, including those regarding set up & take down, sales & safety procedures and booth request / assignment policies.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CODE OF CONDUCT:** I have read and agree to comply with the Issaquah Farmers Market Code of Conduct.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PARKING:** I agree to park in the IFM recommended areas and not in valuable customer parking.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CANCELLATION POLICY & NO-SHOWS PENALTIES:** I have read and agree to comply with the Issaquah Farmers Market Cancellation Policies and No-Show Penalties.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_  
**Printed Name of Person Signing Above (Must be 18 years of age or older)** **COMPANY / BOOTH NAME**

**RULES AND REGULATIONS OF THE ISSAQUAH FARMERS MARKET ARE SUBJECT TO CHANGE ONLY AFTER EACH VENDOR HAS BEEN CONTACTED OF SUCH CHANGE.**

**THE MISSION of the Issaquah Farmers Market is to provide a dynamic Market to benefit the Greater Issaquah area, Community, Customers and Vendors.**

## **RULES & REGULATIONS**

The Rules and Regulations of the Issaquah Farmers Market are established to maintain a standard that will make the Market enjoyable and profitable to all. Vendors must read and abide by the Annual Rules and Regulations of the Market. Any vendor who does not follow the Rules and Regulations of the Market may be asked to leave and may lose any further privileges at the Market.

- 1). The Issaquah Farmers Market is an outlet for farmers, crafters, food processors and food concessionaires to sell their wares directly to the public. All products must be grown, raised, produced and gathered by the vendor in the State of Washington.
- 2). The Issaquah Farmers Market is an outlet for local Non-Profit organizations to provide information to the public through displays, performances, handouts, personal contact and fundraising. Four stalls in the Market will be set aside each week for Non-Profit Organizations. Please see Page 8 for more information on Non-Profit booths.
- 3). The Issaquah Farmers Market is an outlet for area musicians and artists to perform for the enjoyment of the public. An area will be set-aside at the Market for this purpose. All performers and musicians must register each week to be a part of the Market activities. Call (425) 837-3311.

## **MARKET GUIDELINES**

### **Annual Membership Fee and Market Acceptance Policy**

All vendors at the Issaquah Farmers Market must register annually with the Market. The annual non-refundable membership fee for all vendor categories is \$35.00. Each vendor must fill out an application and pay the annual fee to be considered eligible for a stall assignment. New vendors must have their items juried before being accepted into the Market. Volunteer musicians & entertainment, per approval of Market Manager, will be exempt from the annual fee as will Non-Profit organizations if advertising their product only & no sales are conducted.

### **Booth Fee Payment Options**

Payments can be handled week to week or pre-paid in full for entire season with submission of application.

- **Week to week payments** will be charged at \$30 per outdoor stall and \$25 per indoor stall. Fees are due weekly upon arrival and before booth set-up. Please have payment ready for the Manager on duty at check-in. Any vendor that fails to pay the appropriate fee will not be allowed to participate in the Market that day. Make all checks payable to the City of Issaquah. Checks or exact cash are preferred. Credit card / debit cards are not accepted. There is an ATM available in the Barn lobby if cash is needed.
- **The Pre-Paid Market fee option** allows a vendor to pay upfront at time of registration for the 26 Market 2011 Season. Fees charged include \$600 for Indoor Pre-Payment for 2011 Season – providing a \$50 Savings or \$720 for Outdoor Pre-Payment for 2011 Season – providing a \$60 Savings. Make all checks payable to the City of Issaquah. Checks or exact cash are preferred. Credit card / debit cards are not accepted.
- Pre-Pay Option does not provide a guaranteed booth location each week. Stall assignments are assigned weekly based on submission of green slip, product category and availability.
- If you are unsure about whether you'll want to be inside or outside, do not sign-up for the Pre-Pay Option. Instead pay applicable fee week to week at check-in.
- Pre-Pay Option is non-refundable once paid and will not be returned for weeks unused or leaving the Market no matter how far in advance you cancel or your reason for cancelling.
- Pre-Pay Option is not transferrable to another vendor
- Pre-Pay Option is not transferrable to another season
- Pre-Pay Option can not be adjusted if switching from originally selected indoor / outdoor option

## Market Dates & Hours

The Market will be open from 9:00 a.m. to 2:00 p.m. every Saturday beginning on April 16, 2011 thru October 8, 2011, rain or shine. Market staff will open for set-up at 6:30 a.m. All vendors must be ready for business by 9:00 a.m. each Saturday. The Market opens at 9:00 a.m. sharp. Vendor booths and product must be removed from the facility and its grounds by 3 p.m. to allow for incoming rental events – including vendors with an outside booth.

## Pre & Post Hours Selling & \$25 Fines:

Absolutely no sales before 9:00 a.m. or after closing at 2 p.m. will be tolerated. Violators will receive a **\$25 daily fine** which will need to be paid prior to re-entry into their next participating Market. After three convictions, the violator will be suspended from the Market for the duration of the season.

**Vendor Selection** is at the discretion of the Market Manager and Staff of the Issaquah Parks and Recreation Department. In an effort to control the quality & variety of items sold at the Market, all new vendors must have their items juried (approved) by the Vendor Manager or Market Staff before acceptance and participation to the Market.

All Vendors will be selected on the basis of **quality of workmanship, originality, artistic resume, market enhancement** (how items will complement other vendors and the overall market environment) **and skills needed to produce their products**. The Market Manager has the right to refuse rental of stalls to any vendor who does not comply with the guidelines of the Market.

## Jury Inspection of products to be sold

Jury appointments will be available after the New Vendor's Meeting (March 26<sup>th</sup>) from 10:30 – Noon and scheduled beginning that next week with the Market Manager at the Pickering Barn. Please call (425) 837-3311 to schedule your jurying appointment.

**Stall Assignments** Stalls will be assigned to Vendors based on the following **Priority Point System**:

1. Product Priority
2. Years in Market
3. Attendance from previous season and/or during current season (based on green slip submission)
4. Sales History
5. Lack of Commitment / No Shows

## Product Priority Rating based on Category & Market Enhancement:

- (1) **Farmers** who grow fresh produce
  - (2) **Nursery** those who grow plants & trees
  - (3) **Flowers** those selling floral arrangements
  - (4) **Processed Foods** – commercially non-potentially hazardous prepared foods or items used for cooking
  - (5) **Concession Foods** – prepared on-site
  - (6) **Crafters** – selling personally created pieces such as artwork, jewelry, soaps, etc.
  - (7) **Non-Profit Groups** (501c3 qualified) who will be advertising their cause to the public
  - (8) **Non-Profit Groups** (501c3 qualified) who will be selling a product for profit
  - (9) **Other** those not fitting in another category but participation pre-approved by Market Manager
- Resellers are accepted occasionally** on a space available basis & per approval – selling items created commercially, not by vendor him/herself

## Reserving your Booth Space

Participation in the Market can be a week to week decision. You are not required to commit to all 26 Saturdays in the 2011 season or to pay in advance. There are four ways to reserve your booth space:

1. At the close of each Market, complete & return to staff your Daily Sales Report – also known as your “Green Slip.” Indicate on the Green Slip the next Market you plan to attend & your booth preferences.
  2. Register on-line on our website [www.issaquahfarmersmarket.org](http://www.issaquahfarmersmarket.org)
  3. Email Market Manager at [issaquahfarmersmarket@ci.issaquah.wa.us](mailto:issaquahfarmersmarket@ci.issaquah.wa.us)
  4. Call the Vendor Manager at 425-837-3311
- **ALL reservations must be received by 2 p.m. on the Thursday prior to that Saturday's Market.**
  - **Reservations received AFTER 2 p.m. on Thursday will be accepted on Saturday morning upon check-in based on availability.**
  - **Reservations not fulfilled will result in the penalty NO SHOW payment if not cancelled by 2 pm on the Thursday prior to the Saturday's Market.**
  - **The NO SHOW penalty fee is \$25 for indoor booth spaces held and \$30 for outdoor booth spaces held.**

## **Cancellations & Penalties – This policy will be enforced throughout the 2011 Market Season**

ALL reservations must be received by 2 p.m. on the Thursday prior to that Saturday's Market.

Reservations received AFTER 2 p.m. on Thursday prior to the Market may still be able to exhibit but booth assignment will be provided at a space available basis only. The Market Staff are not responsible for saving a booth space for a Vendor that has not requested the booth space.

Vendors will be charged and held responsible for paying the \$25 Indoor Booth Fee or \$30 Outdoor Booth Fee for any weekly reservation previously made and not cancelled by **2:00 p.m. on Thursday**. The \$25 or \$30 cancellation fee will be due at entry of the next attended Market, in addition to the daily booth fee, before entry is permitted. If another Market is not attended after the cancellation is made, the vendor will be invoiced for balances due. All cancellation balances due must be received within 30 days of Market no-show date.

No shows hurt the credibility of the Market and negatively affect all vendors. If this becomes a reoccurrence, this may be grounds for termination of the Market.

## **Crafters vs. Resellers**

Vendors who are considered Crafters at the Issaquah Farmers Market must grow, craft or process what they sell. Those that want to sell commercially made items are considered "Resellers" & will be granted annual participation only occasionally under the following criteria, all of which must be met...

- Commercial products to be sold are not already being represented & sold by a "crafter" of the item
- Commercial products to be sold meet the quality and value expected at the Market - monitored & determined by Market Manager
- Commercial products to be sold are not easily attainable through retail venues
- Commercial products bring value to the Market and are of interest to purchasers – monitored & determined by Market Manager
- Space must be available – determined weekly no earlier than Thursday by Market Manager

Resellers may be allowed in the Market only if items sold are first approved by the Market Manager. Resellers acceptance will be re-evaluated each season. Prior acceptance does not provide automatic annual participation. It is our mission to limit the number of resellers at our Market.

For booths that want to sell a combination of crafted & resell items, items will be categorized separately and those in the retail category may only be displayed, advertised & sold on weekly bases per the above guidelines.

## **Product Quality**

No used or antique items will be sold at the Market. Antiques or used items may only be sold on labeled special event days designated by the Market Manager.

All products offered for sale at the Issaquah Farmers Market shall be subject to inspection and approval by the Market Manager. If any items are deemed not "fitting" or unsafe for family usage, or have not been grown or produced by the vendor, the vendor may be asked to remove such items. Vendors must comply with such requests or they will be asked to immediately leave the Market.

## **Stall Details**

Each stall will be approximately 10'x10'. The Market Manager will assign indoor and outdoor space for specific needs. If a vendor's stall covers more than one selling stall area, the vendor will be charged accordingly. A maximum of 3 stalls (\$25 each indoor / \$30 each outdoor) may be purchased per vendor each Market on a space available basis. Vendors are asked to be present in their stalls each week they attend. An exception may be granted to farmers and processors offering perishable products that attract regular weekly customers. Such farmers and processors may be allowed to have a designated representative selling their items at the Market, with prior approval.

## **Stall Set-up**

**Vendors must first check-in with the Market Staff at the designated Market entry location to receive their stall assignment and to pay their daily rental fees BEFORE SETTING UP.** Violation of this request slows the Market check-in process and may be grounds for removal from the Market. Vendors who have reserved their stall in advance may begin their stall set-up at 6:30 a.m. Vendors who did not pre-book a stall will be assigned a space at the Market on a priority and first come basis.

- Stall assignments are not permanent from week to week or throughout the duration of the season.
- Market Manager has the right to rearrange stall layout and assignment at any time.

- Stall assignments will be made based on the Priority Point System & special accommodations required such as location of competitors, electrical needs, weather restraints, booth configurations, etc.

Due to limited space, vendors are asked to unload their vehicles and park in the designated lot before unpacking boxes or beginning to arrange displays. Please be considerate of other vendors trying to unload. No Vendors can set up after 8:30 a.m. All vehicles must be removed from the Market selling area by 8:45 a.m. and parked in the upper South parking lot in designated Vendor Parking area.

**All vendors are required to remain until closing.** Vendors are not allowed to close down prior to the 2:00 p.m. closing time. Vendors will be allowed one hour for take down from 2 pm – 3 pm.

### **Stall Take Down**

At the end of the selling day, vendors are not to enter the Market area with vehicles until all products have been boxed and ready to load, and no earlier than 2:15 p.m. Vehicle entrance back into the Market for tear-down will be monitored by Market Staff. **No vehicles shall enter the Market area after 9:00 a.m. or before 2:15 p.m. for the safety of customers.** All exceptions to this policy must be approved in advance by the Market Manager. All vendor material must be removed from the property at the end of each Market day.

### **Stall Clean Up**

Each Vendor is responsible for cleaning his/her stall area and the immediate surrounding area. Dumpster and Recycle containers are available on-site. Recycle materials are to be placed in the appropriate containers. No Vendor material may be left at the Market for the next week. The Issaquah Farmers Market is not responsible for any items left on the premises. Brooms, rakes, and tools needed for clean-up will be provided. Your cooperation is much appreciated. A cleaning fee will be assessed for any stalls that need to be cleaned at the end of the Market day. On all Saturday evenings, the Barn will be rented to private parties who will be moving in at 3:00 p.m. after the Market closes. Your cooperation is needed to provide a quick turn around.

### **Exiting Expectations**

Inside & outside vendors are expected to be packed & exiting from the facility & it's grounds at 3 p.m. After every Market, an incoming rental (most always a wedding) will be arriving on the property at 3 p.m. At this time, their paid rental begins and they will receive full access & right to the building, exterior grounds and parking lot. Market Staff impliment exiting strategies and monitoring each week to improve the traffic flow & safety during check out.

### **Daily Sales Report (Green Slip)**

Each Vendor will be asked to fill out and return a sales report at the end of each Market day known as a "green slip". This report will be used to track Market volume. Figures compiled will also be used in educating the public about the Market and developing support from possible advertisers. Please fill out the report as accurately as possible and please don't just write the same number week after week. If you feel uncomfortable counting your money at the booth please feel free to ask our staff for private location inside the Barn. Vendors are to complete their sales report just prior to beginning stall take down. Notification of the next Market you will be attending as well as your booth location preferences can also be noted on the sales report.

### **Non-Profit Groups**

Non-profit groups will be restricted to one visit each month and only 4 spaces per Saturday will be made available. If a Non-Profit Organization is conducting a fundraising or profit generating booth, they must also register and pay appropriate membership and daily booth fees as any other vendor would. If a Non-Profit Organization is conducting a free service or advertising activity, with no fundraising or profit generation, they will not be charged the membership fee or the daily booth fee, although, as mentioned above, these spaces are limited and on an "as available" basis.

### **Hay Barn Activity & Usage**

The Hay Barn will often be utilized for special market events, display or promotions. If more than the maximum 3 stall (10'x30') space is needed to conduct a Market approved event, organizations may rent the entire Hay Barn for \$200 per Saturday Market plus the one-time annual \$35 Membership Fee. Set-up, event and tear-down hours will run in compliance with the standard Market timeframe. Vendor Rules & Regulations will also apply. Space will be made available per the Market Manager approval and must be rented in advance with completion of an additional Facility Rental Agreement. Rental of the space outside of the Market hours will require additional booking & payment through the Pickering Barn Rental Division Office.

### **Signage at Your Booth**

All vendors must have a sign at their site. The sign must have the farm or business name, and contact person listed. Signs, banners, objects, and the like are to be attached **ONLY** to the vendors' booth and may not exceed the size of the booth. You may place (1) A-frame sign providing information about your business such as name, logo or menu directly in front of your booth.

## Labeling of Products

Labels are required on all processed foods and must meet the following State requirements:

1. Product Name
2. Company Name
3. Address
4. Net weight in ounces and metric on bottom 1/3 of the label
5. Ingredients listed in decreasing order of predominance.

## Printed Material

Vendors are allowed to display in their booths only educational materials that directly relate to the products they are selling or materials related to the Issaquah Farmers Market. Vendors may not display products, materials or literature for other businesses, organizations or individuals.

## Amplified Music

Amplified music or paging systems cannot be used by vendors. No generators are allowed (unless previously approved by Managers).

## Temporary Structures and Tables

The Market Manager must approve any temporary structures or tables that are used by a vendor, including awnings or tarps. All temporary structures, tables, and equipment will be removed from the Market site by the vendor responsible for their installation at the end of the selling day. All awning or tents must be secured with weighted objects such as sandbags only to prevent being blown away and to prevent damage to property or people. Staking into the ground and attaching to the Barn's physical structure for ease & stability are not permitted.

**All vendors are responsible for providing, maintaining and handling their own tables, awnings, equipment and product. Equipment (such as tables, tents, awnings, hand washing stations, etc.) is not provided by the Market. Vendors are responsible for purchasing and transporting their own equipment. Storage of such equipment from week to week is not available at the Pickering Barn and not provided by the Market.**

### Inside the facility

1. No tape on any wall, floor, ceiling rail – even blue painters tape, electrical tape or adhesive sticky goo
2. No nails, tacks, staples, pins or glue can be used on the facility walls, floors or equipment
3. No paint or markers are allowed to be used on the walls, floors or ceiling of the facility.
4. No throwing of birdseed, rice, flower petals or confetti
5. No blowing of bubbles inside the facility
6. No open flame – including lit candles or lamps inside the facility
7. No hay bales inside or outside the facility
8. No live x-mas trees
9. No balloon releasing
10. No bubble, fog, rain or snow machines
11. No hand trucks, scissor lifts or motorized vehicles inside the facility
12. No animals or pets

Broken glass must be deposited in the dumpster and not in regular trash containers.

Music is allowed only in the designated area(s) of the facility.

### Outside the facility

1. No stakes, poles, signs, etc. will be permitted to be adhered to the ground or the exterior of any building. Items may be adhered ONLY to the vendor's own equipment.
2. No affixing signage, banners, decorations, tarps or tents to the Barn's exterior, signage, trellis work & gazebo
3. Marking or painting on the asphalt or gravel is prohibited.
4. Burning barrels, fires, generators, gas engines, lit candles or lamps are not allowed on the grounds.
5. All regular trash must be put inside the designated trash containers.
6. No dumping of chemicals, hay/straw, ashes, grease or foreign items allowed on the property.
7. No hay bales – unless sold as product & display has been approved by Market Manager
8. All awnings must be secured with proper weights to prevent blowing away and causing damage.
9. Broken glass must be placed in dumpster and not in regular trash containers.

A fee may be charged for any damage caused by a vendor to the facility, grounds or equipment.

## Vendor Parking

All vendors must park their vehicles in the upper South parking lot, leaving the North parking lot for Market customers. Please follow labeled vendor signage for your approved location of parking. The only vehicles permitted in the Market area will be those designated by the Market Manager as vehicle selling spaces. Parking will be monitored very closely each week and violators will be asked to leave the Market. Due to the limited number of handicap parking spaces, vendors with handicap parking permits are kindly asked to also park in the South lot. Vendors with valid handicap stickers will be allowed to park in the front row of the South lot.

## **Dress Code**

All vendors are asked to wear clothes that are non-offensive and help promote a professional atmosphere at the Market. On special events and occasions vendors may be asked to wear clothing to compliment the Market theme.

## **Smoking Policy**

No smoking or any kind of open flame by vendors or customers is allowed in vendor stall areas. Smoking in vendor booths inside or outside or in customer sales areas is not allowed.

### **In compliance with Washington State RCW 70.160 / Initiative 901...**

“Smoking is prohibited within a presumptively reasonable minimum distance of twenty-five feet from entrances, exits, windows that open and ventilation intakes that serve an enclosed area where smoking is prohibited so as to ensure that tobacco smoke does not enter the area through entrances, exits, open windows, or other means.”

## **Drug and Alcohol Possession Policy**

The unlawful possession or use of illegal drugs and/or alcohol on the Market site will not be tolerated and subject to dismissal.

## **Health Practices**

All Vendors must adhere to sanitary procedures as outlined by the King County Public Health Department. All processed food vendors, concessioned foods and food samplers are responsible for obtaining proper Health Permits for their booth and each booth representative handling the food must have a current Food Handler's Permit. Any vendor found selling contaminated food products or produce shall be suspended from selling operations until satisfactory clearance has been obtained from the King County Health Department. Processed foods must be produced at an approved kitchen and proof of kitchen certification must be shown. Food labeling requirements also must be met. Food permits for potentially hazardous food items can only be obtained during the first 30 days of Market operation, then only 2 weeks prior to your opening operation up until the half way date of the season. For information on permits, registration and requirements please call our King County Public Health Department area representative, Leonard Winchester, at 425.296.9842 or [leonard.winchester@kingcounty.gov](mailto:leonard.winchester@kingcounty.gov) or visit their website [www.metrokc.gov/health](http://www.metrokc.gov/health)

Note: the Market Manager will be inspecting the stalls of food concessionaires and samplers weekly to ensure that appropriate health practices are used at all times and that all permits are in evidence.

## **Compostable Serving Materials Law:**

The City of Issaquah adopted a new law on Food Service Packaging & Recycling on October 1, 2010. This law prohibits food service businesses (Market vendors included) from using polystyrene foam (Styrofoam™) and non-recyclable or non-compostable packaging and service ware in connection with food service in Issaquah (including the Issaquah Farmers Market). Businesses must also participate in a commercial food waste recycling program or provide recycling and compost containers for consumers and ensure materials are recycled or composted (provided by Issaquah Farmers Market Management). Foods that are pre-packaged before they are received by a business are not included in this law.

Reducing garbage through compost and recycling can save businesses up to 50% or more on garbage service costs and can lead to devastating environment effects such as pollution and harm to animal life. A full list of compostable products is available online at [www.cedar-grove.com/acceptable/Accepted%20List.asp](http://www.cedar-grove.com/acceptable/Accepted%20List.asp) or by calling 425-837-3400.

## **Sampling Requirements**

To sample at the Market, the Farmer/Vendor must get approval from the Market Manager and have a working warm water hand washing stations in the booth set up PRIOR to sampling. The samples must be washed prior to sampling – use of our on-site 3 compartment sink is available. Clean containers for transportation of the samples must always be used. Sneeze guards must be used and single service utensils, such as toothpicks, must be provided. Food can only be handled with tongs, bakery papers, scoops, or disposable rubber/plastic gloves. Bare hand contact with food is not allowed. Cutting implements are to be changed or washed every two hours with soap, running water and paper towels. Potentially hazardous food can be sampled only as long as they are kept in the correct hot or cold temperature zone, and utensils are used. Disposable serving utensils, like toothpicks, are to be used for the public. Food serving utensils need to be changed every two hours. Vendors should bring three sets for the five-hour Market. ALL VENDORS must abide by this Washington State Department of Health requirement that you wash hands with warm water TWICE after using the restroom once at the restroom with warm water and then again at your hand wash station back at your booth BEFORE handling products.

## **Food Bank Donations**

Food bank donations from produce & food vendors will be accepted at the end of each Market and picked up by a representative from the Issaquah Food Bank. Please notify Market Staff if you will have something to donate and we can inform you of the procedures. In the event that a pick-up is not made, the donations will be composted.

## **Organic & Raw Milk Labeling**

If a product is labeled “Organic,” it must be certified as required by WSDA Organic Food Program. If a product is labeled “Certified Transitional,” WSDA documentation must be available upon request. The word “organic” may not be used within one year prior to the harvest of the crop and the grower holds a certificate from the WSDA stating such – this is National Organic Compliance. Verbal or written declarations of organic status while selling at our Market, not certified or verified will result in termination of Vendor’s ability to sell. When a Farmer is selling both organic and non-organic produce at the same stand, the organic produce must be physically separated from the non-organic produce and signs must be clearly posted and labeled as to the growing method.

Raw Milk booths must post a consumer advisory warning at their booth and packaging must be labeled “raw milk.”

## **Unsprayed, Pesticide-Free or Low Spray**

Vendors who make verbal and/or written declarations of “no or low-spray” or “pesticide free” products will need to provide a notarized affidavit describing how these procedures are followed or have certification as a “transitional” or “sustainable” process through an approved organization.

## **Weights & Measures:**

Vendors that sell products by weight shall provide their own scales, which must be “legal for trade” and are subject to inspection by the Department of Agriculture’s “Weights and Measures” Program. All scale displays must be readable and within easy sight of customers. All scales must be registered annually by the Washington State Department of Licensing.

## **Electrical Needs & Charges:**

Electricity to vendors inside & outside is available upon request & prior approval. Requests for electrical access must be made at time of registration.

**Outdoor booths** requesting electrical access will be charged a \$25 non-refundable season access use fee for their booth. Electricity outside is extremely limited in both quantity of receptacles and power. New vendors may not be eligible for electrical access and should be prepared to use an alternative source of power if necessary.

**Indoor booth** electrical receptacles are available on a first-come, first-serve basis weekly at no charge.

## **Pricing of Goods to be Sold**

Pricing of goods sold at the Market and any applicable taxes are the sole responsibility of the individual vendor. The advertising of discounted prices and promoting of other Non-Market locations is not permitted on the Market site. Produce vendors must have prices clearly displayed.

## **City Business Licenses & Taxes**

Vendors are responsible for obtaining appropriate licenses and reporting and paying all taxes needed to do business in the City of Issaquah and State of Washington.

The Business License exemption is stated:

5.02.025 Exemptions.

Participants of a City-sanctioned event (sponsored or permitted, including special events) who gross less than \$3,000 a year.

**Those participants grossing more than \$3,000 annually within the City of Issaquah must obtain a City of Issaquah Business License.**

Any non-agricultural vendor whose weekly sales reports totaled over \$3,000 for the previous year’s Issaquah Farmers Market sales will be asked to apply for and purchase a \$60 City of Issaquah Business License prior to their 1<sup>st</sup> Market participation of the season. An additional \$15 State Processing Fee applies when purchasing this permit.

Retail sales taxes are the responsibility of each vendor. Most vendors are required by Washington State Law to have a current Washington State Master Business License Number which should be supplied with your application.

## **Advertising**

The Issaquah Farmers Market shall be the responsibility of Issaquah Parks & Recreation Department. Advertising of the Market will be for the benefit of all vendors.

## **Performers & Busking**

We will do our best to provide music to shop by & entertain our crowd with each Market. We will schedule as many live performances as our budget will allow. We also accept donated entertainment and sponsored entertainment. Busking is allowed at no cost but the public cannot be charged to listen to or purchase from the Buskers. Busking set-up cannot be in an area necessary for Market use or set-up; but we are not allowed to reject them. The Market does not manage or arrange busking performances.

## **Expression Area**

The Market Manager will establish a “Free Speech Area” for the purpose of providing one place at the Market for members of the public to display information. This may be political advertising, petitions or the like. The designated expression area shall be marked by at least one sign containing the words “Free Speech Area”. Members of the public who wish to use the Farmers Market for expression activities may do so by setting up tables in this designated area to display information and by wearing buttons and personal advertising. No leafleting, organized protesting, non-scheduled entertainment or non-profit distribution shall be allowed outside of a booth or the above established, designated expression area. Members of the public are allowed to walk through the Market carrying a sign mounted on a non-pointed stake. These signs may be no larger than 14” by 22” in area. Vendors will notify the Market Manager if infractions to these rules are noted. All expression area participants must ensure their information conforms to the State’s RCW49.60.030 Freedom from Discrimination law and that there is no wearing of or use of items that violate the anti-hate crime laws.

## **Animals in the Market & Service Animals Law**

### **“NO DOGS / NO PETS” POLICY FOR ALL – SHOPPERS & VENDORS.**

Proper signage will be displayed in multiple areas throughout each Market and Market Staff will monitor & educate patrons of the policy.

NO PETS (ANIMAL, REPTILE, OR OTHER) will be allowed in the vendor areas, including stored in vehicles, or on Pickering Farm grounds.

The only exceptions to this policy are service animals. Previously approved and scheduled demonstrations involving animals by 4H or performing groups may be allowed and proper waiver will be completed prior to attending the Market.

The distribution, sale or giving away of animals on the Market site is forbidden.

## **Children of Vendors**

Please be responsible for your children if brought to the Market. Vendors must closely supervise their children at all times – especially during set-up & tear-down when the Market is especially dangerous due to moving vehicles. Small children should not be allowed to wander through the Market without adult supervision. The indemnification agreement signed as part of this application holds the vendor completely responsible for any injuries, death or damages sustained by or created by the vendor’s children or other agents of the vendor; unless caused by the sole negligence of the City.

## **Sponsorships**

The Market is always seeking personal & corporate sponsors to help off-set the expense costs of the Market. Market Sponsorships typically cover entertainment fees or equipment purchases. In exchange for a financial sponsorship, the sponsors may be provided a complimentary booth at the Farmers Market to advertise their company or cause; or the opportunity for on-site marketing such as an advertised banner, public announcement or other advertising as determined applicable. The negotiated sponsorship amount & business type will determine the sponsors advertising allowances. For information on how to become a sponsor please contact the Market Manager at (425) 837-3311 or via email at [issaquahfarmersmarket@ci.issaquah.wa.us](mailto:issaquahfarmersmarket@ci.issaquah.wa.us)