



2023 CENTERVILLE FARMERS MARKET

Vendor Application

Note: Please read the Vendor Agreement prior to filling out the application.

Personal Information

Name _____

Farm or Company Name _____

Address _____

City/State/Zip Code _____

Phone Numbers _____

Email Address _____

May we list your email address on the website/brochure? _____

Website Address _____

Is your Farm/Business on any of the following websites (please circle):

Facebook, Instagram, Twitter, Other _____

What payment methods do you accept (please circle):

Check Cash Credit Card WIC EBT SNAP Other: _____

About your products

What are the primary products you will sell at the Centerville Farmers Market?

(Circle all that apply)

Vegetables Bedding Plants Vegetable Plants Baked Goods Eggs Meat or Poultry Honey

Fresh or potted herbs Cut Flowers Dairy Other: _____

Please list any interesting facts about you, your farm, your products, your business (for social media):

Please list other markets where you sell your products:

Please list any dates you will be unable to participate in our market:

Return completed application, signed Vendor Agreement and copies of required licenses by April 13, 2023 to:

Drew Simon
Farmers Market Coordinator
100 W. Spring Valley Road
Centerville, OH 45458
dsimon@centervilleohio.gov

Invoices for rental space will be sent by Centerville Washington Park District. Payment is due by April 13, 2023.



CITY OF CENTERVILLE FARMERS MARKET

Vendor Agreement

The Centerville Farmers Market is established for the purpose of providing the Centerville community access to fresh and wholesome goods provided by vendors selling locally grown or produced vegetables, fruits, flowers, herbs, baked goods, meat and poultry products, honey and agricultural based crafts and to promote the vitality of Centerville's commerce.

Market Guidelines and Rules of Operation

Goods & Pricing

1. Vendors which participate in the market shall grow and/or prepare their produced goods locally. Only high quality, homegrown produce and products will be accepted.
2. All food products sold shall be in accordance with the definition of "cottage foods production operation" as defined in Chapter 3715 of the Ohio Revised Code.
3. Each Vendor is required to have proper licensing and permits appropriate to the products being sold. Contact Public Health-Dayton & Montgomery County at (937) 225-4460 and the Ohio Department of Agriculture for proper licensing. Scales must be certified by Montgomery County Auditor (937)225-6309. Copies of licenses and permits must be submitted with this agreement.
4. Mobile Food Vendors must provide a copy of their City of Centerville Mobile Food Vendor License. Mobile Food Vendors must be licensed in the City of Centerville in accordance with Chapter 844 of the Centerville Municipal Code. Any operator of a Mobile Food Vehicle, as defined in the ordinance, must first obtain a license prior to selling ready-made culinary items to the general public. Please call (937) 433-7151 for more information on obtaining a license.
5. The term "organic" shall not be used without certification under USDA NOP rules. Giving any false information regarding the products being sold is strictly forbidden.
6. The pricing of goods is to reflect the averages of current market prices.
7. Vendors must clearly display their prices.

Schedule & Display Requirements

1. The 2023 Farmers Market hours shall be from 9:00 a.m. to 1:00 p.m. on Saturdays beginning on May 13, 2023 and ending on August 12, 2023. Vendors must set up weekly rain or shine and must arrive no later than thirty minutes before Market opening time in order to be prepared for business at the Market's opening time, at which time sales will be permitted to begin.
2. The Market shall take place in the parking lot of Activity Center Park located at 221 N. Main Street. Vendor spaces shall be allocated and defined by the Market Manager. In no case will the Market block the sidewalks or street right-of-way.

3. Vendors must provide clean and safe tables, baskets or stands to display products. Vendors must display Company/Farm Name with signage. There will be no sales from the surfaces of pick-up trucks, trailers, or other vehicles. Vendors must display at the Market all licenses and permits required for the products being sold. Vendors must maintain their area and vehicle (if part of site) in a neat and tidy condition and must leave the premises within one hour of Market closing, leaving behind no trash or debris.

4. The use of trailers to display and sell goods must be pre-approved by the City of Centerville and Centerville Washington Park District prior to setup and use. All trailers must comply with the City's zoning and property regulations and will be approved on a case-by-case basis.

5. Vendor space is limited. The City of Centerville and/or Centerville Washington Park District reserve the right to approve/disapprove and/or dismiss vendors upon time of application or at any time during the Farmers Market season when its sole judgment is that the vendor no longer meets the needs of the Market. Decisions will be based on diversity of products and factors relating to overall Market success.

General Vendor Responsibilities

1. Vendors shall make a payment of \$25.00 per single site/\$50.00 per double site for each week the vendor is scheduled for the Market. Centerville Washington Park District will send an invoice electronically and collect payment. Payments for all scheduled weeks must be made by April 13 for the use of space at the Market. Payments can not be paid on the day of the event. Any vehicle kept at the point of sales shall constitute a double site. Market fees are used to help cover the cost of advertising, promotion and site expenses, including managing of the Market.

2. Vendors shall present a certificate of insurance (minimum of \$1,000,000 policy) indemnifying the City of Centerville and Centerville Washington Park District against claims of liability and naming the City of Centerville and Centerville Washington Park District as an "additional insured." Each vendor is required to carry his or her own product liability insurance.

3. Vendors must advise by phone or email at least one hour in advance of any Market Day its inability to attend by contacting Drew Simon, Market Coordinator (937) 428-4716, dsimon@centervilleohio.gov.

4. Vendors assume responsibility for any injury to other Vendors or their property or to any other Market attendee or attendee's property caused by Vendor's actions or inactions.

5. Vendors shall demonstrate respect for all Market members (Vendors, Market attendees, City and Park officials, and property owners) by engaging in open and truthful communications of all matters to all appropriate members.

6. All Vendors are responsible for filing the necessary paperwork with the Centerville Income Tax Department (937) 433-7151.

Exclusions

1. The Centerville Farmers Market excludes the sale of used, antique, purchased-for-resale or flea market-type items.
2. The Market excludes vendors who purchase items from growers and/or producers who are not participating vendors of the Market.
3. The Market shall exclude products determined to be of low quality by the Market Manager.

Exceptions

1. In the case of baked goods, vendors are not required to use only locally-grown ingredients; however, such vendors shall be required to comply with all Federal, State, and Local requirements concerning the labeling and packaging of such products.
2. A maximum of three vendors may offer for sale beverages such as coffee, teas, or juices as long as they are brewed or produced by the vendor and the vendor is engaged in selling at least 75% other permissible market items.
3. The City of Centerville reserves the right to approve and/or reject vendor applications. Vendor applications will be accepted on a case-by-case basis and approvals given in an effort to maintain the highest quality and variety of products. The City of Centerville reserves the right to visit the growing/producing sites of potential/existing vendors at any time.

Definitions

“Local” and “locality” are understood to apply only to products grown, raised or made within the Miami Valley.

“Market Coordinator” is understood to mean the person designated by the City of Centerville to coordinate the operations of the Centerville Farmers Market. Responsibilities included but are not limited to the following:

- Review and maintain current vendor applications, permits, licenses and insurance certificates and ensure deposits, fees, and necessary documents are presented to the City.
- Collect fees
- Promote and advertise the Farmers Market.
- Maintain communication with the Market Manager on Farmers Market operations and vendor activities.

“Market Manager” is understood to mean the person designated by the Centerville Washington Park District to supervise operations of the Centerville Farmers Market. Responsibilities include but are not limited to the following:

- Record attendance
- Ensure products for sale comply with stated requirements.
- Serve as liaison for Vendors to the City of Centerville and Centerville Washington Park District. Exercise the authority to deny any Vendor the privilege to sell at the Market site should Vendor break Market rules or regulations.
- Enforce Market hours and direct vendor setup. Ensure cleanup and sanitation of site.

“Produced” is understood to mean:

- In the case of vegetables, fruits, flowers and herbs that they are grown by the vendor with the vendor's material participation in the agricultural process.
- In the case of baked goods, breads, cookies, cakes, pies, etc. “produced” means those items that are made within the defined “locality” by the vendor offering them for sale.
- In the case of meat and poultry products, “produced” shall mean that the animals whose products are being sold were raised by the vendor and within the defined “locality.”
- In the case of honey, “produced” shall mean that the hives were tended by the vendor and located within the “locality.”
- In the case of agricultural based crafts, “produced” shall mean that the items being sold were made, built, or otherwise constructed by the vendor and that the items being sold comprise by weight of over 75% agricultural products grown in the “locality.”

“Vendor” is understood to mean the principal or principals who have entered into the Centerville Farmers Market Agreement,” their families and/or employees who materially contribute to the growing and production of the vendor’s items offered for sale.

INFECTIOUS DISEASES/HEALTH DEPARTMENT ORDERS: The Vendor acknowledges the possibility of existence of infectious diseases such as the novel coronavirus, may be extremely contagious, and could be spread by person-to-person contact. Federal and state health agencies recommend preventative measures, such as hand-washing, face-masks, and social distancing, however due to the nature of our facilities; Vendor understands these measures may be less effective due to close individual proximity. Vendor acknowledges and assumes the risk that employees and invitees may be exposed to or infected by infectious diseases by attending the market, either before, during, or after any particular use of our facilities, and that such exposure or infection may result in personal injury, illness, disability, or death. Vendor agrees to adhere to the current (at the time of the event) guidance or best practices of the Ohio Department of Health (ODH) and/or Governor in respect to and diseases and follow any guidelines and/or rules established by the state, county, or the city. Understanding these risks, Vendor willingly chooses to participate in activities and further understands that the City of Centerville does not warrant that infections will not occur through participation in this event. Vendor further agrees to indemnify, defend, and hold harmless the City, its officials, employees and volunteers, from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against the City, its officials, employees and volunteers due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to Vendors use of the Facilities, tools, equipment, or materials, whether caused by the negligence of the City or otherwise specifically related to any infectious diseases.

Growers are expected to sell their produce in accordance with the high business standards as outlined above. Failure to do so violates the terms of this agreement and is grounds for expulsion from the Market and forfeiture of deposit. The undersigned Vendor has read and agrees to the City of Centerville Farmers Market Agreement as written above.

Vendor Name _____

Address _____

Email _____

Cell Phone _____ Home Phone _____

Signature _____ Date: _____

_____ Date: _____

Accepted by Wayne Davis, City Manager

Approved as to form and for use in year 2023

By: Scott A. Liberman, Municipal Attorney

February 1, 2023