

VENDOR AGREEMENT 2023



Farmland Market will be held outside the entrance of Farmland Adventures in East Springdale on Parsons Rd.

Beginning October 7th, vendors can come to sell their locally grown produce or crafts on Saturdays during October.

Farmland Market Rules & Regulations:

Farmland Market rules and regulations are subject to change. The Market Manager will notify all market vendors in writing of any changes within one week.

General Market Rules:

A. Market Management

1. The Market Manager has authority over all daily operations at Farmland Market.
2. Hours of Operation: Saturday 9:00 a.m. to 6:00 p.m. (October 7th to October 28th). Farmland Market is not open Sunday to Friday.
3. Limited vendor plots are available for each market day. Plots will be reserved with payment on a first-come first-served basis. Each vendor must confirm plans to attend the market day with the Market Manager no later than by noon on Thursday *before* the market day that week. It is possible that all plots will be reserved before Thursday. When all the plots are reserved, the Market Manager will put any remaining vendors on a waitlist and will contact those vendors if plots open.
4. All tents, tables, chairs, etc., must be provided by vendors. Neither Farmland Market nor Farmland Adventures will provide tents, tables, chairs, etc. Set-up and breakdown of tent(s), table(s), chair(s), etc., on market day is the sole responsibility of the vendor.
5. Vendors' fee (see section D below) gets vendors a 10' X 10' plot from which to sell. If a vendor wishes to have a larger plot, they must discuss it with the Market Manager. If approval is given, the Market Manager will discuss the increase in fee for a larger plot, not exceeding the fees set below in D.2.e.
6. Complaints against a fellow vendor can be submitted to the Market Manager in writing and signed by the complainant. The name of the complainant shall be kept confidential. Farm visits may be necessary in some cases and may be performed by the Market Manager within 30 days of receipt of the complaint. The Market Manager may also arrange a farm visit with a vendor at any time.
7. Farmland Market will be open so long as Farmland Adventures is open, regardless of weather (e.g., rain, etc.). Concerning refunds on closed days, see D.4-6 below.

B. Expectations of Vendors

1. Vendors must apply for and pay the market membership annually. See D.1 below for fee details.
2. Vendors must comply with applicable state, local, and federal Health Department regulations, as well as the AR Cottage Food Law. Copies of all required licenses must be provided to the Market Manager.
3. Vendors assume all responsibility and liability for meeting any codes or guidelines set forth by federal, state, or local authorities related to any good or product sold.
4. Vendors must maintain a polite, kind, and courteous manner at all times towards other vendors, the Market Manager, Farmland Adventures staff, and customers.
5. All products should be displayed in an attractive manner.
6. Vendors should have identification (Farm or Business name) visible to customers.
7. Vendor employees who sell at market should be knowledgeable about the produce/product they are selling.
8. Each vendor should set his or her own prices. Prices should be set in keeping with customer satisfaction and consideration of other market vendors. All prices shall be clearly posted at all times.

9. It is the responsibility of the vendor to warrant, refund, or exchange merchandise that is deemed unsatisfactory. Complaints to the Market Manager will result in a warning and repeat offenses will cause discussion of market suspension or expulsion with loss of previously paid fees.
10. Vendors and their employees shall maintain themselves in a clean and professional manner.
11. Each vendor shall maintain a clean and presentable condition within their area and leave that area free of debris prior to leaving market day. Each vendor shall remove their own waste.
12. No electricity of any kind will be provided for any vendor. Vendors may bring a self-contained generator if they choose but must be pre-approved by the Market Manager. If approved, all cords, etc. must be kept in a safe and presentable manner.
13. Vendors may begin setup one(1) hour before market opening.
14. Vendors may not sell out of a vehicle or have a vehicle at their selling location/plot. Vendors may not unload vehicles at their assigned location/plot. Vendors must park in the designated vendor parking area and then transport their products to their assigned plot.
15. Vendors may not bring pets to the market.
16. Vendors are to avoid any loud, disruptive, or crude behavior.
17. Any music playing in vendor stalls must be pre-approved by the Market Manager.
18. Solicitation of all types is prohibited on market grounds unless specifically approved by the Market Manager.
19. Vendors will treat all market facilities and possessions with care and respect. Reasonable fees will be assigned and collected from the vendor for repair or replacement costs due to the negligence of the vendor or any of their representatives.

C. **Vendor Categories:** Vendors must fit into one of the following categories and grow or produce goods from within Washington, Benton, or Madison counties.

1. **Farmers/Growers** (produce, eggs, and USDA-inspected meat, etc.): A vendor in the farmer/grower category is a person who is responsible for both planting and harvesting the produce they sell whether or not they own the property they farm. All produce vendors are required to post signage stating the name of the farm and address of where produce sold at this market is grown. As stated in B.2 above, all vendors must comply with applicable state, local, and federal Health Department regulations, as well as the AR Cottage Food Law which may or may not require a permit from the Arkansas Department of Health. Please be sure to know if your food requires this or not.
2. **Homemade Baked Goods and Processed Food:** A vendor in this category is a person selling vendor-made food products manufactured and packaged prior to market day. These products must be clearly labeled with the name of the product and the ingredients in the product. Items sold in this category must be made by the person renting the market space, or someone knowledgeable about the items sold. The Market Manager may ask the vendor to demonstrate the making of their goods or the recipe used prior to approval for sale. All items sold in this category must comply with Arkansas Cottage Food Laws.
3. **Artisan and Crafter:** A vendor in the Artisan and Crafter category is a person who makes nonfood items for sale. Items sold in this category must be made by the person renting the market space, or someone knowledgeable about the items sold. The Market Manager may ask the vendor to demonstrate the making of their goods prior to approval for sale. Application acceptance will be made based on quality, originality, creativity, and space availability. All merchandise displayed and sold must be in good taste, and appropriate for an open-air, family-friendly community. Items containing profanity, obscene or offensive material, witchcraft, etc. are prohibited. Halloween themed decorations and merchandise are discouraged. All merchandise displayed and sold must also be approved by the owners of Farmland Adventures. Handmade clothing should list fabric content and care instructions. Handmade jewelry should list all metals used in the creation of the product.
4. No sale of pumpkins will be allowed at this time.
5. Non-profit or informational groups will not be allowed at this time.
6. No sale of live animals or weapons are allowed at this time.

D. Vendor Fees:

1. Vendors must pay a membership fee of \$20 total to take part in Farmland Market 2023. This is a separate fee than those listed below.
2. Vendors may choose from the following options for market presence:
 - (a) Seasonal Package-- Committing to Farmland Market every October Saturday for the duration of the market season for \$120.00 total. Payment is due by the vendor no later than September 23rd.
 - (b) Daily-- For October Saturdays, the cost is \$30 per day total. Payment is due the Thursday prior to the vendor's chosen market day. Space is limited and on a first come, first served basis.
3. Vendors who do not show up at their scheduled market day forfeit any fee previously paid for that day.
4. If Farmland Adventures does not open on a scheduled market day, the Market Manager will refund the vendor for that day, except:
 - a) Vendors who choose to pay ahead for a seasonal package (see D.2(a)) will not be refunded for the first market closure in a season due to the discount built into the package. If more than one market closure occurs, they will be refunded per day starting with the second market closure.
5. If Farmland Adventures opens and then during the course of the day closes, there will be no refund, in full or in partial. If Farmland Adventures is open, then Farmland Market is also open.
6. Payment must be made to the Market Manager. Contact info below.

DI. Agreement with Farmland Adventures: Farmland Adventures owns the property where Farmland Market is held. Farmland Adventures is a family-friendly fall attraction. Because Farmland Market uses their land, vendors must refrain from any actions, comments, or products that would negatively affect Farmland Adventures. Farmland Adventures reserves the right to prohibit any item for sale at their discretion. Failure to comply will result in asking vendors to not be part of the Farmland Market and to forfeit any fee previously paid. Farmland Adventures reserves the right to refuse any current or potential vendor to sell at Farmland Market.

If you have any questions concerning this agreement, please contact Farmland Adventures at fun@farmlandadventures.com or 479-799-5033



VENDOR APPLICATION

By submitting this application, you agree to the Farmland Market "Vendor Agreement."

Name of Vendor (please print):

Your farm or business name:

Mailing address:

Email:

Phone:

County you live in:

Have you been a vendor at a Farmers Market before? If yes, where?

Your product description:

I agree to abide by the "vendor agreement."

(signature)

(date signed)

**PLEASE SEND THIS APPLICATION TO: fun@farmlandadventures.com
OR FILL IT OUT ONLINE: farmlandadventures.com**

If you have any questions, please text or call 479-799-5033.