

2024 Winona Lake Miller Sunset Pavilion

Farmers Market at Winona

Vendors Application and Agreement

Vendor Contact Information: All information contained on this form will be retained by the Town of Winona Lake only. Please fill out this form completely. Additional pages may be included if necessary. Return with booth any booth rental fees to Town of Winona Lake, Winona Lake Farmer's Market, P.O. Box 338. Winona Lake, IN 46590.

Name of Business: _____

Vendor's Primary Contact (one name only): _____

Name(s) of additional staff or worker: _____

Business Mailing Address: _____

Phone: _____ Email: _____

Website: _____

Social Media Accounts: _____

Describe what you plan to sell at the Farmers Market:

If additional products are added during the Market season, the vendor must notify the Market Manager in writing and get approval prior to selling additional products.

Proper permits must be obtained for hot foods, frozen meats, eggs and honey. Contact the Kosciusko County Health Department for more information.

Please Mark the dates you intend to participate at the market:

May	4	11	18	25	
June	1	8	15	22	29
July	6	13	20	27	
Aug	3	10	17	24	31
Sept	7	14	21	28	
Oct	5	12	19	26	

By signing below, I certify I have read, understand, and will adhere to all the applicable rules and guidelines as stated in the "2024 Farmers Market at Winona Operation Rules and Guidelines," and know that failure to do so may result in my being asked to withdraw from Market participation.

Primary Vendor's signature _____ Date _____

Additional Vendor's signatures

1. _____ Date _____

2. _____ Date _____

2024 Winona Lake Miller Sunset Pavilion

Farmers Market at Winona

Operating Rules and Guidelines

Saturday Market Day, Time and Site:

The Farmers Market will open on May 4, 2024, and close October 26, 2024. It will be held rain or shine, every Saturday morning from 8:00 a.m. until 1:00 p.m. The Farmers Market at Winona will be held at the Miller Sunset Pavilion located at 705 Park Ave, Winona Lake, IN 46590. Set-up is at or before 7:45 a.m., and your market site should be vacated no later than 1:30 p.m.

Market Manager: K & J Operations, LLC

Fees, Space and Attendance:

The full season rate is \$500. Fees for the season are due in advance and can be made up front for whole season for \$500 due by May 3, 2024. Vendors can also pay in two installments. The first installment of \$250 is due no later than May 3, 2024, and the second installment of \$250 is due on August 2, 2024.

The half season rate for up to 13 market days is \$350. Payment is due prior to the first day at the market.

The rate for drop-in vendors is \$30.00 per week. Drop-ins must submit request to Market Manager two weeks in advance. It is suggested that no more than 3 drop-in vendors will be allowed per week.

Any Food Trucks allowed shall adhere to the rates and permit application process found Winona Lake Town Ordinance 44-3. Kosciusko County Food Trucks paying \$35.00 per day and Out-of-County Food Trucks paying \$45.00 per day. Electrical use will also be charged to Food Trucks at the rate of \$10.00 per day for 110v and \$20.00 per day for 220v.

Vendors may park in the parking lot to the south of the pavilion once unloaded in the pavilion. However, those spots should be vacated and left open for patrons during market hours. Custom sites for food trucks or trailers may be available at additional cost. Contact the Market Manager for more information.

Vendors can register at the Vendor Meetings, in person at the Market, or by emailing the Market Manager for a registration form. Make checks payable to the "Town of Winona Lake" may be mailed to:

Town of Winona Lake
Farmers Market at Winona
P.O. Box 338
Winona Lake, IN 46590

Please include the name of the vendor or the vending business operation in the memo area of your check.

- In case of absence, vendors should notify the Market Manager in person or by email by or before the Wednesday preceding the Saturday absence so that the site may be reassigned.
- Early teardowns on Saturdays are discouraged, primarily for safety reasons concerning pedestrians and vendor risk/liability.

Vendors:

Vendors are defined as the primary person and any additional people who will be responsible for the contents of any individual booth set up at the Market. All primary and associate or additional vendors must be listed on the 2024 Vendors Application and Agreement Document. Vendors under the age of 15 and without a valid driver's license must be supervised by an adult. There are no exceptions.

Products Eligible to be Vended/ Product Origin:

The Farmers Market at Winona is a producer's market; All goods offered for sale must be grown, gathered or created by the vendor.

Produce includes fresh fruits, fresh vegetables, herbs, bedding plants, container plants, cut flowers, honey, eggs. Home Based Vendor (HBV) items include simple jellies and fruit jams, home baked goods, nuts, noodles and other food/plant-based items.

Foods for sale are governed by retail food license agreements and/or the Indiana Home Based Vendor Law (House Enrolled Act HEA 1309).

The vendor will be responsible for all permits including Board of Health, Egg Board, Retail Merchant's Certificate or any other permit that may be required.

Vendors are required to submit their proof of insurance to the Town Office prior to the start of the market season.

All retail food vendors must register with the Kosciusko County Health Department after spot number assignment. For more info on Indiana Law and selling food items at the Winona Lake Miller Sunset Pavilion Farmers Market please visit:

<https://www.extension.purdue.edu/extmedia/ec/ec-740.pdf>

Home Based Vendors (HBV) do not need to be registered with the Health Department, but should have the following statement printed on each HBV item's packaging in 10 pt font along with Vendor Name and Address, Item Name, Ingredients, Date Processed, and weight or count in package; This product is home produced and processed, and the production area has not been inspected by the State Department of Health.

Any other products require approval of the Market Manager. Vendors selling goods which have been gathered in the counties mentioned above will be required to notify an active board member one (1) week before vending by filling out a form containing the location and contact information where gathered - this form must be filled out and returned day of setup. Additionally, this information needs to be available on the permit with the Health Department.

We ask that you price your items at a fair market value.

Remember; if you sell it at the market, you are liable for your product.

Inspection:

After the first inspection at the booth, if a product is determined to be suspect, the Market Manager has the authority to request immediate removal of the product and an inspection of the production area. The determination of validity of product is left to the discretion of the Market Manager or his/her appointed representative. All resolutions are final. The Market defines “gathering” as goods picked or harvested from its place of growth or formation by the vendor in Kosciusko County and/or adjacent counties.

Non-compliance:

The Market Manager reserves the right to refuse acceptance of any vendor or product that is not in keeping with rules and quality of the Farmers Market at Winona criteria and guidelines. Written notification will be given. Vendors who dispute refusal of a vendor or product may appeal in writing to the Market Manager within 10 days of receipt of notice of the refusal. The Market Manager will discuss all appeals with the Town Manager. Written answers from the Town Manager will be given within 10 days of receipt of appeal. The decision of the Town Manager is final.

Grievance and Complaints:

If you suspect another vendor is not in compliance, a written grievance or complaint may be submitted to the Market Manager. Please do not address other vendors yourself with complaints. All grievances and complaints will be addressed by the Market Manager with written results given to the charging party within 10 days.

Space and Signs:

Vendors will keep merchandise and tables within their designated site. Each vendor shall be provided with 1 table for their use. Any additional tables will need to be supplied by the vendor along with any other display equipment. You may clearly display the name of your farm/business and post prices for all items being sold.

Tobacco Use:

Tobacco use by vendors is strictly prohibited in the market area.

Clean-up:

Vendors are responsible for cleaning all trash and waste within and around their allotted space and adequately return it to the same condition as found.

Application and Agreement:

All new and returning vendors must complete an application each year. The previous seasonal vendors have first choice of their previous booth space. However, in the interest of the Market as a whole, it is the decision of the Market Manager to adjust vending sites for the best mix of produce, craft, and other sales items. Market Manager shall have final say in regards to the assignment of booths

Media Notice:

By participating in The Farmers Market Winona, you consent to the possibility that pictures and other media from the Market that contain your image and that of your business may be shared for marketing, fundraising, and other operations related purposes.

Additional notes:

The Town of Winona Lake and The Farmers Market Winona liability policy does not cover vendor negligence.

The Town of Winona Lake and The Farmers Market at Winona assumes no responsibility for any loss or damage at any time to the property of any vendor. Furthermore, the Farmers Market at Winona is under no obligation to provide fire, act of God, extended coverage, vandalism, theft, malicious, mischief or general liability insurance for the personal property of any vendor. The vendor agrees to exercise the utmost care in the use of facilities and the properties of the Town of Winona Lake, Indiana.

Vendors agree to abide by all applicable federal, state and local laws and ordinances. Vendors agree that the violation of such a law or ordinance may be deemed by the Town to be a material breach of this agreement.

The Vendor hereby agrees to indemnify and hold harmless the Town of Winona Lake and The Farmers Market Winona and its officers, employees, and agents from any and all claims, actions, judgments, losses, costs (including reasonable attorney fees), and damages whatsoever; including claims arising by reason of accident, injury, or death caused to persons or property of any kind, arising out of, in connection with or incidental to the Farmers Market at Winona, except caused by the sole negligence of the Town of Winona Lake.

The Vendor shall fulfill Vendor's indemnification obligation by maintaining a public liability, fire liability and property damage insurance policy naming the Town of Winona Lake as additional insureds. The vendor shall furnish a certificate of such insurance coverage along with its completed application.

Primary Vendor's signature _____ Date _____