

Audubon Park Community Market
Market Application, Rules & Regulations
Valid November 1, 2023 – October 31, 2024

Basic Requirements of Vendors:

1. All Vendors are responsible for compliance with applicable city, county, state and federal regulations and must be able to supply proof of such upon request.
 - a) All Growers must provide the Market Director the following documentation (as it applies to the vendor or product) prior to selling at the Market:
 - i) Product List
 - ii) Applicable Certification, Registration or License through the appropriate governmental or supervising agency.
 - iii) Signed application and contract with the Market
 - b) All Prepared Food vendors must show proof of a certified kitchen (unless products fall under the provisions of the Cottage Food Law) and any other food safety requirements as determined by the Florida Department of Agriculture and Consumer Sciences, the United States Department of Agriculture or other appropriate governmental authority.
2. All Vendors must submit a completed application. The Audubon Park Community Market reserves the right to refuse admission to any applicant.
3. All Vendors are responsible for payment of any local, state or federal taxes, including sales tax.
4. This market participates in SNAP/EBT payments for select items. All vendors who sell SNAP-eligible items must sign an additional agreement related to the program.
5. All complaints against Vendors shall be resolved by Market Management. Such complaints may, at the discretion of the Market Management, result in termination of selling privileges.
6. Market Management shall designate, in cooperation with the host businesses and the Audubon Park Garden District, all vending and parking areas.
7. Market Management or a designated agent shall have supervision and control of the activities of the market and the designated market area. Market Management has full responsibility for making certain that all rules and regulations as set forth by the Audubon Park Community Market are followed by each Vendor and/or any agents or employees.

Criteria for Vendor and/or Product Selection:

The Audubon Park Community Market is committed to creating a diverse marketplace with the highest quality, locally-produced items available.

The Audubon Park Community Market will not be bound to apply any particular set of selection criteria in every instance and must reserve unconditional discretion to accept or refuse anyone as a Market Vendor.

Priority in vendor and/or product selection is given to:

- a) Regional farmers and producers who bring products that are 100% grown, harvested, produced or caught within 150 miles of Orlando, FL. Organic/sustainable production methods are preferred.
- b) Value-Added Products that contain local, seasonal ingredients to the fullest extent possible.
- c) Value-Added Products that are handmade from scratch (without the use of packaged mixes or fillers) and include local ingredients when available.
- d) Products not already being sold at the Market

Exclusivity: The Audubon Park Community Market does not offer exclusive rights to any one vendor to sell any one product. Market customers generally benefit from having a choice. However, if Market Management believes the number of vendors offering the same or similar products is excessive, duplicate products may be denied entry.

Producer/Vendor Rules and Exceptions

- A producer is defined as the person that grows or makes the product and may also include the producer's immediate family, partners, employees or designated agent upon prior review and approval.
- Producers may sell locally-produced farm and food products including (but not limited to): fruit, vegetables, dairy, cut flowers, plants, cheese, juices, jams, jellies, relishes, honey, canned goods, pastas and baked goods; as well as handmade natural soaps, and home cleaning products.
- Prepared foods are to be made from scratch and include as many local, seasonal ingredients as possible. They may not be prepared using commercial mixes.
- It is the responsibility of each producer to abide by all state and federal regulations which govern the production, harvest, preparation, preservation, labeling or safety of products offered for sale at the market. Vendors are liable for their own products.
- The Audubon Park Community Market, Gather & Grow LLC, and the host businesses shall not be held accountable for the products offered by vendors. Product and liability insurance are the responsibility of the producer.
- Growers can only sell first quality products at the market. **No one may buy products and re-sell them at the market without prior approval of Market Management. All supplementation must be documented and approved by Market Management.** Market Management has authority to limit supplementation of any products.
- Market Management prior to selling at the market must approve any grower/agent agreement **prior** to the selling of any of these products. ***After approval is granted, any farm item or product not produced by the vendor must have labeling or signage designating the farm/original source (for example: "Organic Crookneck Squash from AAA Farm in Melbourne").***
- Growers who use the market for sale of produce are subject to verification of the source of produce offered for sale.

- All products must be of high quality. Repeated complaints about quality of product may result in termination of selling privileges.

Farm Visits and Inspections

- **All farmers/producers are subject to farm or business visits and inspections.** Visits/inspections will be scheduled with prior notice and can be conducted by the Market Director or a designated agent.
- All complaints and concerns about the origin of a farm product will be addressed with a farm inspection. Any farmer/producer who is found to have violated the producer rules will receive a warning, temporary suspension, or be permanently removed from the market, depending on the severity of the offense. Any subsequent violation will be grounds for removal from the Market.

Artist/Handcrafts Vendors Criteria

- The Audubon Park Community Market features a rotating selection of handmade and art vendors. In an effort to include a wide variety of artists and handcrafters, most vendors get one Monday a month at the market. The rotation is determined by the Market Director.
- Vendors must sell goods made locally in Central Florida.
- All art or craft **must** be handmade or original items by the artist.
- Interested vendors must submit information about products, any website information, and photos (whenever possible) via email or in person at the Market.

Market Displays, Signage, and Equipment

Display and Signage Standards

- Vendors are encouraged to present their products in a professional and clean manner, including the display of such products. Selling spaces must be kept clean and neat. Failure to comply with this requirement may, at the discretion of Market Management, result in the termination of selling privileges.
- Farm of Origin **MUST** be labeled for all produce and meats.
- Food samples must be presented in a safe and sanitary manner, in accordance with any state and local regulations. The Vendor must provide trash receptacles for the disposal of any sampling materials such as cups, spoons, or toothpicks.
- Vendors' product and signage must be contained within the selling space unless otherwise approved by Market Director.
- Vendors will be solely responsible at all times for the cleanliness within their vending area regardless of the origin of the debris in that location.
- Each vendor is required to leave the space clean at the end of the day. The Vendors must remove all residue or waste products, as well as signs, tents, tables, etc. at the end of each Market day.

Professionalism

- All profane, abusive, discourteous, and boisterous language and/or conduct at or about the market area are prohibited.
- Use or possession of drugs, gambling, or possession of firearms at or about the market area is prohibited.
- Fraudulent, dishonest, or deceptive merchandising, disruptive behavior, or collusion to set prices among vendors may be grounds for forfeiture of the right to do business of any kind in the market for a length of time to be determined by Market Management.
- Vendors must be fourteen years of age or older. Younger children are welcome and encouraged to participate, but must be accompanied by an adult responsible for the child's conduct and safety.

Safety

- All canopies, umbrellas, and other forms of cover must be **sufficiently** and **safely** secured to the ground from the moment the canopy is erected at the start of the market day until the moment immediately before it is taken down at the end of the market.
- Weights should not present any hazards (such as tripping) to customers.

Pricing

- All products shall be clearly priced. Producers/vendors must have signs, boards, tags or labels listing prices of every item for sale.
- Items can be priced by weight, individual item, bunch, bushel, or measured container.
- Scales for food or produce sales must meet Florida Dept. of Agriculture and Consumer Services standards. Only Class 3 scales may be used.

Equipment/Space Options

- 10'x10' Spaces:
 - a) Vendors must provide their own canopies, tables, chairs, display items, signage and lighting.
 - b) Power for lighting is provided to the back of each vendor space. Vendors must provide their own extension cords to supply power to any other part of the vendor space.
- The following **Additional Equipment** is available for rent from the Audubon Park Community Market on First Come, First Served Basis (please notify the market director of any rental needs as early as possible to secure a reservation)
 - a) Canopy Tents: \$10 per market
 - b) 6' Tables: \$5 per market

Setup, Parking, and Attendance Policies

Times for Setup, Market Sales, and Breakdown

- It is necessary for all vendors to be set up no later than **4:50pm** and ready to do business when the market opens at **5:00pm**.

- No vendor shall set up before 3:30pm or after 4:45pm without prior approval by Market Management. At the beginning of each market, vendors will check in with Market Management before setting up.
- Each Vendor is expected to stop selling by 9:00 pm and have all produce, baked goods, boxes, containers, etc. loaded for removal by 10:00 pm.
- The Market Director will have the authority to change the market hours on special occasions.
- **No sales are allowed before the opening time. Orders may be taken prior to the market start, but shall not be filled until after 5:00.**
- **Vendors shall pack up their booths prior to pulling vehicles in for loading at the end of the market.**

Vendor Parking

Vendor parking will be in designated areas only.

- In an effort to leave as much parking as possible available for customers, vendors are NOT to park in the immediate area.
- Vendors may park across Corinne Drive on Falcon/Winter Park Road, near the Audubon Park School behind the Shell Gas Station, or on the street on Corinne Drive.
- Vendors who park in the immediate area will receive a warning.
- Vendors who need to park in the vicinity for inventory or medical reasons MUST receive prior approval from Market Management
- Vehicles are not permitted in the market area once the market opens unless by prior approval is granted by Market Management.

Vendor spaces with parking

- A limited number of spaces with included parking are available for an additional fee.

Vendor Attendance

Cancelations:

- **Vendors must notify Market Management 48 hours in advance if they are unable to attend the market for any reason. All cancelations must be made by phone or email. Vendors who cancel less than 48 hours prior to a market will be charged the vendor fee plus a \$10 cancelation fee. In emergency situations (such as illness, death, or vehicle problems), the fees may be waived, and vendors should contact Market Management via telephone or email.**
- After the start of the Market, vendors must be at their tables, prepared to sell, so as to prevent disruptive behavior such as the carrying of products across the Market or moving vehicles during times customers are present. No vehicles shall be allowed in customer areas after the start of the market.

Late Arrivals:

- Vendors who need to arrive late must make prior arrangements with Market Management.
- Vendors who violate this rule three (3) or more times will be assessed a \$10 late fee. Repeated tardiness can result in dismissal from the market.

No-call, No-shows:

- Vendors who are a no-call, no-show will be responsible for the \$10 cancellation fee + vendor fee for the missed market.
- Vendors who violate this rule two (2) or more times will be placed on probation for the remainder of the agreement year. A third (3rd) cancellation of this nature can result in dismissal from the market.

Weather Policies

- The Audubon Park Community Market is **Rain or Shine**. With exceptions for cases of extreme or dangerous weather, the market will take place regardless of rain or cold.
- Vendors should be adequately prepared for sudden Florida rains (suggestions include plastic sheeting to cover merchandise if needed, a pole to push rain off canopies, etc.)
- It is the authority of Market Management or a designated agent to close a market early or open a market late due to severe or inclement weather. Market Management will make decisions to alter market times based on weather reports or market conditions.
- **When rain chances are forecast at 50% or higher during market hours, vendors have the following options (please note that in all cases, Market Management MUST be notified of your decision):**
 - 1. **Prepare for the market as you always do and arrive at the site.** Management will advise on setup options; either to proceed with a normal setup, or exercise the option to setup indoors (space is limited and will be given on a first come, first serve basis).
 - 2. **Vendors may cancel (This is the only circumstance where a vendor may cancel without penalty the day of the market).** If choosing to exercise this option, vendors MUST NOTIFY MARKET MANAGEMENT NO LATER THAN 4pm. This may be done via phone call, text message, or email.
 - 3. **Vendors may wait it out and setup late, but must notify the market director by 4pm.**
- In cases of severe weather (hurricanes, tropical storms, tornado warnings, excessive winds, etc), Market Management may cancel the market. Vendors will be notified of cancellations.
- Any questions about weather plans should be addressed to Market Management via phone or email.

Market Fees (all prices include sales tax):

Peak Season (November 1 – June 30) Fees

<u>Space Type</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>
Space for 10'x10' Tent	\$20	\$80
Space for two 10'x10' Tents	\$25	\$100
Space with parking (limited)	\$25	\$100

Summer Season (July 1 – October 31) Fees

<u>Space Type</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>
Space for 10'x10' Tent	\$10	\$40
Space for two 10'x10' Tents	\$15	\$60
Space with parking (limited)	\$15	\$60

*All weekly fees are due at the start of each market. Monthly fees must be paid at the start of the first market of each month. Monthly fees will be prorated to reflect market closures and excused absences.

Additional Fees

Equipment Rental Prices (prices include sales tax):

- Canopy Tents: \$10 per market
- 6' Tables: \$5 per market

Cancelation Fee:

The cancelation fee applies to cancelations made after the 48-hour deadline. Exceptions may be made for cancelations.

- \$10 + the rent for the missed date.

Late Fee:

Vendors should notify market management if they are going to be late. Vendors who are repeatedly late to the market without prior approval may be subject to a cancelation fee

- \$10 per market

Market Contacts:

Gabby Lothrop, Market Director: 407-590-5499, director@audubonmarket.com

Isabelle Chopin, Assistant Director: vendors@audubonmarket.com

Vendor Application/Agreement

Valid Through October 31, 2024

Page 7 of 9

Name:	Email Address:	Phone Number:
Business Name:		
Description of Business:		
Please list all products you plan to sell at the market:		
Please list all Certifications, Registrations, and/or Licenses your business carries:		
Requested Space (10x10 Space, 10x10 Space with Parking, 10X20 Space; dependent on availability):		

Vendor's Understanding and Acceptance of Rules and Regulations:

I have read and understand the above stated Rules and Regulations for the Audubon Park Community Market and agree to abide by them. I will have met all local, state and federal health, inspection and licensing requirements prior to selling products at the Market.

I do not hold the Audubon Park Community Market, Gather & Grow LLC, the host businesses, or the Market Director liable for any property damage or personal injury that either my representatives or I may incur while selling at the Market. I accept full financial liability for my actions and all products that either I or my representatives sell at the Audubon Park Community Market.

I further agree to indemnify, defend and hold harmless the Audubon Park Community Market, Gather & Grow LLC, host businesses and the Market Director from and against any and all claims and actions for injury, damage or loss to persons or property or other liabilities or expenses whatsoever, including court cost and attorney's fees, related or arising out of my or my agent's actions, omissions and operations in connection with the Audubon Park Community Market.

Date:

Vendor Signature:

Print Name:

Please list all Authorized Representatives:

PLEASE SIGN AND RETURN THIS DOCUMENT TO THE MARKET HQ BOOTH WITH ALL REQUIRED CERTIFICATIONS, REGISTRATIONS OR LICENSES