



MARKET USE ONLY

Date Received: _____

Payment: _____

APPROVE/DENY: _____

2021 VENDOR APPLICATION

The deadline for submission is **Friday, March 13, 2021**.

City of Suffolk Division of Tourism will continue to accept applications after this deadline and throughout the market season. If vacancies become available, vendors will be selected at the discretion of Suffolk Tourism. If there are no vacancies at the time an application is received, the applicant will be placed on a waiting list and vendor fee will be returned.

Please return this **NOTARIZED** with your participation fee to:

Suffolk Farmers' Market
City of Suffolk Division of Tourism
524 North Main Street
Suffolk, Virginia 23434

Make checks payable to **Treasurer, City of Suffolk.**

Full Name of Applicant (Please Print): _____

Business/Farm Name: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Farm Location: _____ **County / City:** _____

Daytime Phone: _____ **Evening Phone:** _____

Cell Phone: _____ **Fax:** _____

Email: _____ **Website:** _____

Social Media: _____

EMERGENCY CONTACT (Name and Phone): _____

FARMERS/GROWERS: Please indicate the types of produce you offer so we can promote it.

- | | | |
|--|--|--|
| <input type="checkbox"/> Certified Organic | <input type="checkbox"/> Virginia Grown | <input type="checkbox"/> Certified Naturally Grown |
| <input type="checkbox"/> Hydroponics | <input type="checkbox"/> Free Range | <input type="checkbox"/> Home-Grown for Heroes |
| <input type="checkbox"/> Pasture Raised | <input type="checkbox"/> Other (Please specify): _____ | |

VENDOR CATEGORY (applicant may select up to three):

Produce

Bath and Body

Coffee & Specialty Drinks

Food Artisan/Baked Goods

Meat/Poultry

Seafood

Fresh Flowers/Plants/Shrubs

Jellies/Pickles/Honey

Art & Photography

Dairy/Cheeses/Eggs

Concessions (cotton candy, snow cones, popcorn, etc.)

Handmade Crafts

Jewelry

Clothing and Accessories

Other: _____

Please note that agricultural and food vendors have priority in the selection process.

Vendors are required to submit a **COMPLETE LIST OF ALL PRODUCTS** they wish to sell at the Market. All products offered for sale must (required) be pre-approved by Market Management. If approved and should you choose to add products to the original approved list, vendors must submit new products for review in writing or emailing Market Management. Requested product additions must be submitted a minimum of one week (seven days) before the vendor wishes to sell the product(s) at the market and must be approved. **Please submit a sample and/or photos of your product. Farm vendors, we may like to schedule time to see your farming operation.**

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Do you grow or produce all of these items yourself? YES NO

The Market is a regional producer/processor-only market. Products must not be purchased for resale or grown outside the region (100-mile radius) without management approval. If you do not grow/produce the items yourself, describe where the items are from:

2021 MARKET DATES

Place a check next to the date of every Farmers' Market you plan to attend.

Saturdays 9:00am – 1:00pm

_____ Vendors are expected to attend all Market days that the vendor commits to on this application. If a vendor is unable to attend a scheduled market, the vendor is expected to notify staff by 5:00pm the previous day. Vendors missing three (3) market days without informing Market Facilitator or staff of your absence will forfeit their vending space and participation fees.

_____ **May 1**

_____ May 8

_____ May 15

_____ May 22

_____ May 29

_____ **June 5**

_____ June 12

_____ June 19

_____ June 26

_____ **July 3**

_____ July 10

_____ July 17

_____ July 24

_____ July 31

_____ **August 7**

_____ August 14

_____ August 21

_____ August 28

_____ **September 4**

_____ September 11

_____ September 18

_____ September 25

_____ **October 2**

_____ October 9

_____ October 16

_____ October 23

_____ October 30

_____ **November 6**

_____ November 13

_____ November 20

ARTISAN GIFT MARKET

10am-3pm

_____ December 4

Select if you would like to receive the Suffolk Artisan Gift Fair Application when available.

\$15 additional fee

_____ We are interested in gauging interest for potential **Wednesday** Farmers' Markets that would be held June through August from 3pm-6pm. Please check this box if you would like to express interest.

Acknowledgement of Rules and Regulations

Please initial next to each "X" identifying that you have read and understood the corresponding information.

- I fully understand that Suffolk Farmers' Market/Suffolk Division of Tourism reviews all applications in an effort to limit product oversaturation - and that Suffolk Farmers' Market is in no way obligated to accept my application.
- In further efforts to limit product saturation, I recognize that the Market may approve and/or deny product listed on my application.
- I will adhere to all social-distancing, mask, and sanitation regulations while COVID-19 restrictions are in place.
- It is the responsibility of each vendor to abide by all local, state and federal regulations which govern the production, harvest, preparation, preservation, labeling or safety of products offered for sale. Vendors are liable for their own products.
- The City of Suffolk will not be held liable for the products offered by vendors. Product liability insurance is the sole responsibility of the vendors.
- All scales for weighing items must display a valid certification sticker authorized by the Virginia Department of Weights and Measures.
- Fraudulent, dishonest or deceptive merchandising or collusion to set prices among vendors will be grounds for forfeiture of the right to conduct business.
- Vendors will be solely responsible at all times for the cleanliness within their vending area. Each vendor is required to leave the space clean at the end of each Market session.
- Solicitation for products, services or charitable contributions not specifically identified as a Market commodity is not permitted without prior permission of the Market Facilitator.
- Vendors must be in attendance when scheduled and ready to conduct business by opening time and available for business until closing of the market. Vendors who arrive late or leave prior to the close of market will not be considered for future Market events.
- Vendors are expected to attend all Market days that the vendor indicates on the application. If a vendor is unable to attend a scheduled market, the vendor is expected to inform staff by noon the previous day.
- Vendors missing three (3) Market days without informing the Market Facilitator or staff of absence will forfeit their vending space. Participation fees will not be refunded in cases of space forfeiture.
- Vendors are required to report their average gross sales (i.e. sales before taxes) on a weekly basis for market growth analysis/trends. The sales figures will be collected by Market Staff at the end of each market session. Failure to do so or reporting of false numbers may result in space forfeiture. This information will be kept private.
- Vendors may not sublet or share stall space with other vendors unless approved by market management.
- Vendors are required to wear footwear at all times.
- No cooking is permitted on site.

- X ____ Gas generators and propane burners are prohibited.
- X ____ Slaughtering or dressing of animals is prohibited.
- X ____ The sale of live animals is prohibited.
- X ____ Flea market sales are prohibited.
- X ____ Reselling of items bought from a wholesaler or retailer is prohibited. (i.e. Avon, Mary Kay, etc.)
- X ____ Beverages not produced by the vendor's business are not permitted to be sold. (i.e. cans of soda or juice and bottled water).
- X ____ Vendors must be 16 years of age or older. Younger children are welcome to participate when directly supervised by an adult responsible for the children's conduct and safety. Parents and/or guardians will see that their children's behavior meets the expectations of a place of business.
- X ____ Vendors are required to post an attractive identification sign (at least 8.5" x 11") in a prominent place stating the vendor's business name.
- X ____ The Market promotes a family atmosphere. Profane language and gestures are prohibited.
- X ____ No person shall make a public outcry, engage in hawking, play any musical instrument or give other entertainment, whether for personal pleasure or for public enjoyment.
- X ____ Photographs may be taken by the City of Suffolk for promotional purposes. By participating in the Market, you are granting permission to have photographs taken of you and/or your products.
- X ____ The Suffolk Farmers' Market is not a forum for political or religious activities. A vendor space will not be issued to persons or organizations wishing to campaign, proselytize or gather signatures with regard to civic, political or social issues. *Vendors at the market should note that this covers their verbal discussions also.*
- X ____ Smoking is prohibited inside and around the pavilion and visitor center. This is to include all landscaped areas.
- X ____ Failure by a vendor to comply with any of these regulations will result in the forfeiture of participation.
- X ____ The City of Suffolk reserves the right to refuse/revoke any vendor without reason when it is considered to be in the best interest of patrons, vendors or staff.
- X ____ Vendors will not be allowed access to their assigned space before 7:30am or be allowed access inside the Visitor Center before 8:30am. No parking is allowed along the curb after 8:45am. If vendor arrives after 8:30am, market staff has the discretion to deny the vendor's participation for that day. Vendors arriving late over two times in a market season will result in space forfeiture.
- X ____ Complaints of known or suspected violations of these regulations or the Vendor Code of Conduct must be submitted in writing, signed by the complainant, to the Market Facilitator and/or Tourism Development Manager.
- X ____ All boxes/crates and larger trash items must be broken down before being placed in the trash cans.
- X ____ The repositioning of vendor tables must be approved by the Market Facilitator.
- X ____ The Market is a regional producer/processor-only market. Product grown outside the region must be limited and labeled as such

THIS DOCUMENT MUST BE NOTARIZED

Waiver of Liability and Hold Harmless Agreement

In consideration for receiving permission to participate in the City of Suffolk Farmers' Market, the Vendor hereby releases, waives, discharges and covenants not to sue the City of Suffolk, its agents, employees or officers from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the Vendor, or any of the property belonging to the Vendor whether caused by the negligence of the Vendor / Releasees, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

I am fully aware of the risks involved and hazards connected with the Suffolk Farmers' Market, and I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of Vendor / Releasees or otherwise.

I further hereby agree to indemnify and hold harmless the City of Suffolk, its agents, representatives, employees and officers from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, whether caused by negligence of Vendor / Releasees or otherwise.

I understand that the City of Suffolk does not provide any insurance coverage for vendor participants for any circumstances arising from their participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named Vendor / Releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with laws of the Commonwealth of Virginia and City of Suffolk ordinances.

In signing this agreement, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand and seal on this ____ day of _____, **2021**.

Printed Name

Signature

COMMONWEALTH OF VIRGINIA
CITY OF _____

The foregoing Waiver of Liability and Hold Harmless Agreement was acknowledged before me this ____ day of _____, **2021** by _____, who is personally known to me or who produced _____ as identification.

Notary Public

My commission expires: _____.
Notary Registration Number: _____