



MARKET USE ONLY

Date Received: _____

APPROVE/DENY: _____

Fee Received: _____

Space Number: _____

2023 VENDOR APPLICATION

The deadline for submission is **March 12, 2023**.

Suffolk 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.

Please return this **NOTARIZED** application to:

Suffolk Visitor Center
ATTN: Suffolk Farmers' Market
524 North Main Street
Suffolk, Virginia 23434

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 with @ handle: _____

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): _____ | |

2023 MARKET DATES

Place a check next to the date of every Farmers' Market you plan to attend.
One-day vendors may select up to two dates.

Saturdays 9:00am – 1:00pm

Vendors are expected to attend all market dates committed to on this application. If a vendor is unable to attend a scheduled market, the vendor is expected to notify staff by 3:00pm the day before market day. Leaving early is prohibited. Vendors missing two (2) market days without informing the Market Facilitator or staff of your absence will forfeit their vending space and participation fees.

- | | |
|------------------------------------|---------------------------------------|
| <input type="checkbox"/> May 6 | <input type="checkbox"/> August 19 |
| <input type="checkbox"/> May 13 | <input type="checkbox"/> August 26 |
| <input type="checkbox"/> May 20 | <input type="checkbox"/> September 2 |
| <input type="checkbox"/> May 27 | <input type="checkbox"/> September 9 |
| <input type="checkbox"/> June 3 | <input type="checkbox"/> September 16 |
| <input type="checkbox"/> June 10 | <input type="checkbox"/> September 23 |
| <input type="checkbox"/> June 17 | <input type="checkbox"/> September 30 |
| <input type="checkbox"/> June 24 | <input type="checkbox"/> October 7 |
| <input type="checkbox"/> July 1 | <input type="checkbox"/> October 14 |
| <input type="checkbox"/> July 8 | <input type="checkbox"/> October 21 |
| <input type="checkbox"/> July 15 | <input type="checkbox"/> October 28 |
| <input type="checkbox"/> July 22 | <input type="checkbox"/> November 4 |
| <input type="checkbox"/> July 29 | <input type="checkbox"/> November 11 |
| <input type="checkbox"/> August 5 | <input type="checkbox"/> November 18 |
| <input type="checkbox"/> August 12 | |

WINTER FARMERS' MARKET

Select if you are interested in participating in a twice monthly "farm and food" market
Saturdays 10a-1p | February – April 2024

FARM & ARTISAN GIFT MARKET

December 2
Select if you would like to receive the Suffolk Artisan Gift Fair Application when available.

***Additional Vendor Fee.*

Acknowledgement of Rules and Regulations

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

X _____ Vendors are limited to **five (5)** absences for the entire season. All absences must be conveyed to Market Staff by 3:00pm the day before each market. Vendors are limited to **two (2)** late call-outs (notification received after 3:00pm the day before market day) or no-shows. I understand I will forfeit my vendor space after the second occurrence.

X _____ I understand that Suffolk Farmers' Market/Suffolk 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.

X _____ In further efforts to limit product saturation, I recognize that the market may approve and/or deny product listed on my application.

X _____ I will adhere to all federal, state, city, and market Covid-19 mandates that are in place.

X _____ 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. 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. Vendors are liable for their own products.

X _____ All scales for weighing items must display a valid certification sticker authorized by the Virginia Department of Weights and Measures.

X _____ Fraudulent, dishonest or deceptive merchandising or collusion to set prices among vendors will be grounds for forfeiture of the right to conduct business.

X _____ 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.

X _____ Solicitation for products, services or charitable contributions not specifically identified as a Market commodity is not permitted without prior permission of the Market Facilitator.

X _____ 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.

X _____ Vendors are required to report their 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.

X _____ Vendors may not sublet or share stall space with other vendors.

X _____ Vendors are required to wear footwear and appropriate attire at all times.

X _____ No cooking is permitted on site without prior approval by the Market Facilitator.

X _____ Gas generators and propane burners are prohibited without prior approval by the Market Facilitator.

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, Walmart, etc.)

- _____ Beverages not produced by the vendor's business are not permitted to be sold. (i.e. cans of soda or juice and bottled water).
- _____ 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.
- _____ 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.
- _____ The Market promotes a family atmosphere. Profane language and gestures are prohibited.
- _____ 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.
- _____ Photographs and videos may be taken by the City of Suffolk for promotional purposes. By participating in the Market, you are granting permission to have photographs and/or videos taken of you and/or your products.
- _____ 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.*
- _____ Smoking is prohibited inside and around the pavilion and visitor center. This is to include all landscaped areas.
- _____ Failure by a vendor to comply with any of these regulations will result in the forfeiture of participation.
- _____ 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.
- _____ Vendors are not allowed access inside the visitor center storage room or the back doors of the visitor center at any time.
- _____ 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.
- _____ All boxes/crates and larger trash items must be broken down before being placed in the green trash cans.
- _____ The repositioning of vendor tables must be approved by the Market Facilitator.
- _____ The Market is a regional producer/processor-only market. Product grown outside the region must be limited and labeled as such.
- _____ Vendors will not be allowed access to their assigned space before 7:30am. Vendors will not be allowed access inside the Visitor Center before 8:30am. Vendors arriving first should unload their products as quickly as possible (15 minutes or less) and move vehicles to a designated vendor parking space along the outer edge or back of the parking lot (unless special accommodations exist). Be mindful of other vendors needing space to unload. No parking is allowed along the curb after 8:45am.
- _____ Vendors arriving after 8:45am without proper notification will be considered late. Market staff has the discretion to deny the vendor's participation for that day. Late arrivals without notice may be considered as regular absences or late call-outs depending on time of arrival and on a situational basis. Vendors arriving late over two times in a market season will result in space forfeiture.

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 _____, **2023**.

Printed Name

Signature

COMMONWEALTH OF VIRGINIA
CITY OF _____

The foregoing Waiver of Liability and Hold Harmless Agreement was acknowledged before me this ____ day of _____, **2023** by _____, who is personally known to me or who produced _____ as identification.

Notary Public

My commission expires: _____.
Notary Registration Number: _____