



## **BACHMAN'S PLYMOUTH FARMERS MARKET VENDOR APPLICATION/AGREEMENT FORM**

Applications will be considered on a first come, first serve basis, space is limited. All applications must be accompanied by full payment in the form of a check.

**SATURDAYS, 9:00am-1:30pm**

**FALL PREVIEW: Try it for FREE!**

**(11/10)**

**WINTER MARKET: \$15/Day**

**(1/12, 2/9, 3/9)**

**Stall Size: 8 ft x 8 ft**

**Fees are non-refundable and non-negotiable**

Vendor Name: \_\_\_\_\_

Main Contact (Primary Seller): \_\_\_\_\_

Name(s) of additional seller(s): \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip Code: \_\_\_\_\_

Address of production location, if different from above: \_\_\_\_\_

County where crops are grown: \_\_\_\_\_

Primary Phone: (\_\_\_\_) \_\_\_\_\_ Secondary Phone: (\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

MN Sales Tax ID #: \_\_\_\_\_ Vehicle License #: \_\_\_\_\_

- Are your items grown in Minnesota? Yes/No
- Are your items grown organically? Yes/No
- \*If your items are USDA certified organic please include a copy of your National Organic Standard Certificate, issued by a USDA-accredited agent.
- Do you grow, or produce all items you intend to sell? Yes/No

If no, please explain \_\_\_\_\_

- Are you selling any processed food items? Yes/No

\*If yes, you are required to have a MN Dept. of Agriculture license.

Do you have this license? Yes/No

- If you are selling meat or dairy items, are they USDA-inspected and approved? Yes/No

What food related licenses do you currently hold? (Include copies of licenses listed with this application.)

## PRODUCT LIST

\*2018 Summer Plymouth Market Vendors – info is on file\*

On the lines below, list ALL items you will be selling at market. This list will help in determining which stall location you are assigned at the market. Stall assignments are made by the Market Manager to ensure good distribution. Vendors will receive their location assignment upon confirmation of market participation.

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## MAP

\*2018 Summer Plymouth Market Vendors – info is on file\*

Please attach a map or write down directions to your farm, field, or production location:

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## BIOGRAPHY

\*2018 Summer Plymouth Market Vendors – info is on file\*

We want our customers to get to know you! Please tell us a little about yourself, the products that you sell, your farm, business, other markets you sell at, etc.

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## AGREEMENT

- ☐ I have read the *Vendors Handbook of Rules and Regulations* for the 2017 market season and agree to comply with these rules. Further, I agree to indemnify and keep indemnified the Bachman's Plymouth, City of Plymouth; the Plymouth Farmers Market; their committee, employees, or servants against actions, lawsuits, claims and demands which may be brought against or made upon them and against all loss, costs, damages and/or expenses which the City of Plymouth and or Bachman's Plymouth may sustain, suffer, be or be put to, resulting from, arising out of, or in any way incidental to the occupancy of the space rented by myself/us.
- ☐ I understand that it is required that I carry my own general liability and product liability insurance.

\_\_\_\_\_  
Vendor Applicant Signature

\_\_\_\_\_  
Date

Mail the following to:

**Plymouth Parks and Recreation, Attn: Jessie Koch, 3400 Plymouth Blvd, Plymouth, MN 55447**

- ☐ **Completed application (all boxes above must be checked and signature/date must be completed)**
- ☐ **Stall fee (checks payable to "City of Plymouth")**
- ☐ **MN Department of Revenue Form ST-19 (enclosed)**
- ☐ **Required licenses/permits/insurance information**



VENDOR HANDBOOK  
Rules & Regulations  
Winter 2019



## 1. NAME

The market shall be known as the Plymouth Farmers Market and will be owned and administered by the City of Plymouth, through the Plymouth Parks and Recreation Department hereafter referred to as the "Managing Authority".

## 2. PURPOSE

The purpose of this Vendors Handbook is to describe the organization and administration of the Plymouth Farmer's market and to detail the rules and regulations to be followed by the Managing Authority, and vendors. The Market Manager or Managing Authority shall deal with any issue not covered in this handbook.

### Mission

To create a sense of community and to enhance community health with fresh, locally grown produce and foods.

### Use

The use of the market is restricted to the sale of local products grown in the State of Minnesota. Special exemptions may be allowed from time to time, upon the approval of the Market Manager, subject to agreement by the Managing Authority in response to local supply or productivity and such exemptions are not to interfere with locally produced products.

### Market Vendors

Market vendors as a whole should feel free to communicate with the Plymouth Farmers Market Managing Authority with respect to:

- The overall management, operation and administration of the market.
- The improvement of the market site and associated area; the layout of the vendor's space, and other physical improvements.
- The regulations of the market, including the hours of operation; designation of stall space; charging of market fees; housekeeping, rules, sanitation and posting of signs and other matters.
- The advocacy and support of the market and development of continuing advertising and promotional programs for the market.

## 3. MARKET LOCATION & SEASON

**Location:** Bachman's Plymouth, 10050 Sixth Ave. N., Plymouth, MN 55441.

**Dates & Hours:** Saturdays, November 10, January 12, February 9, March 9  
9:00 a.m. - 1:30 p.m.

## 4. PRODUCT CATEGORIES

**Agriculture.** Products include but are not limited to: fruit and vegetables, plants, shrubs, trees and flowers. Agricultural vendors may sell pre-packaged, individual servings for take home, and a reasonable charge may be applied for small samples. (Vendors must provide appropriate licensing)

**Baking.** Products include, but are not limited to: bread, rolls, buns, muffins, cookies, fruit pies, cakes, pastries, meat pies, etc. No ready-to-eat single servings will be allowed to be sold for consumption at the market. (Vendors must provide appropriate licensing).

**Canned Products.** Products include, but not limited to, jams, jellies, pickled vegetables and salsas.

**Animal Products.** Products include but are not limited to: meat, cheese, eggs and butter.

**Home and Body Products.** Products include, but are not limited to, soaps, candles, bath salts and lotions.

## 5. SELECTION PROCESS

**Vendor Agreement.** All applicants for membership must complete a “Vendor Application/Agreement” form. The purpose of the Vendor Agreement procedure is to maintain a high quality, producer-based market; to provide a variety and balance of products; to ensure fairness to all vendors and to ensure the vendors abide by the rules of the market. The agreement also lists all of the products approved by the Managing Authority for sale at the market.

**Selection.** All products to be offered for sale must be approved by the Managing Authority to ensure they are indeed produced by the applicant; produced direct from farmer to market and that they are of high quality and are compatible with the other products sold at the market. The committee reserves the right to refuse acceptance of any applicant or product.

## 6. BOOTH/STALL ALLOCATION

**Space Assignment & Location.** Space is assigned by the Market Manager to ensure good distribution and to minimize competition. Vendors will receive their location assignment from the Market Manager via email.

## 7. VENDOR RESPONSIBILITIES

**Compliance.** Vendors must fully comply with the following items. Failure to do so may be grounds for termination of the Vendor Agreement and expulsion from the market without refund:

- Abide by the By-Laws and/or Constitution of this Handbook.
- Be respectful of customers and other vendors in all interactions; refrain from any kind of harassment or other inappropriate behavior.
- Comply with all Municipal, Provincial and Federal Regulations regarding labeling, measures, health and safety, etc. for all products offered for sale at the Market. **Compliance is the responsibility of the individual vendor.**

**Payment of Fees.** All fees must be paid in full with the submission of your application. Any vendors not accepted into the market will have their vendor fees returned. Once the vendor fees have been accepted, they are not refundable or negotiable.

**Booth Personnel.** Vendors are expected to attend the market in person to sell their own products. Anyone other than the producer that operates the booth must be listed on the vendor application. .

**Punctuality.** Vendors may start to set up no earlier than 7:30 a.m. Vendors shall be set up and ready for business at 8:45 a.m. The stalls should be clean and vacant by 3:00 p.m.

**Attendance.** Vendors are expected to be in attendance for each day they have committed to. Vendors must notify the Market Manager as soon as possible if they are not going to be in attendance. Vendors must keep their booths/stalls/tables open for duration of the market and not begin to tear down before designated close time of 1:30 pm. If for some reason a vendor must leave the market early, they must clear it with the Market Manager and it should be with minimal disruption to customers and other vendors.

**Products.** Vendors must bring enough products to last for the entire market day. Exceptions may be made for reasons of product supply beyond their control.

**List.** Each vendor must submit a list of items they propose to sell; this list should be included in the market application. The Managing Authority will make the final determination as to what vendors will be allowed to sell. If a vendor adds new items to the original list of items to sell, they must be approved by the Market Manager one week prior to the market the item will be sold at.

**Displays.** Vendors are responsible for providing, setting up and taking down all their own display/stall materials (displays, chairs, etc.). The Market Manager may ask that unsightly, inappropriate or unsafe materials be removed. Stalls must be kept neat and clean at all times. The Plymouth Farmers Market accepts no responsibility for damaged or lost materials.

**Parking.** Vendors should park toward the back of the Bachman's parking lot, leaving the front stalls for customers of Bachman's and the Farmers Market.

**Conducting Business.** Vendors must remain in their own booth/stalls when selling. Sales must be conducted in an orderly and business like fashion. No shouting or other objectionable means of soliciting sales are permitted.

**Pricing.** All items offered for sale must have prices prominently and clearly displayed. Vendors must not practice distress pricing by undercutting other vendors or dumping products at bargain or sale prices.

**Permits.** Vendors are responsible for obtaining all necessary licenses, permits, inspections and certificates for the sale of their products. **The permits given to vendors from the Plymouth Farmers Market, along with any other applicable permits must be displayed and available on-site.**

**Farm Products Grades and Sales Act.** Produce should be sold by units or in containers. If your product is sold by weight, the scale has to be government inspected, with a valid sticker displayed. All produce should be correctly labeled and priced.

**Food Safety.** Every person handling food products must maintain a very high standard of personal hygiene and cleanliness. All vendors and staff must practice these standards to prevent the transfer of pathogens between vendors/staff and therefore to foods. Please adhere to the following guidelines:

- All foods offered for sale must be protected from contamination.
- Baking and processed foods must be pre-packaged at point of production, and smaller items such as muffins must be packaged in lots of at least three to discourage eating on site.
- All persons handling food must wear clean clothing, wash hands often, be free from infectious disease, NOT smoke, and avoid touching nose, mouth, hair and skin. All vendors **MUST** wash hands with warm water and soap after visiting the washroom. **If you are offering samples you must have the proper permits and/or licenses as well as your own wash station.**
- Containers and wrappings must be single use only.
- Racks, shelves or tables must be provided for all food display and all food must be at least 15cm off the ground.
- Personal items should not be stored anywhere near food products.
- Sampling and condiments:
  - Provide toothpicks or small paper containers or pass out each sample.

- Provide tongs, forks, or spoons for each type of condiment being offered; no customer hands in the containers.
- Provide a washing station for employees that will be working with samples.  
**Refuse.** Stalls must be kept free from refuse during the market. At the end of the day, all refuse is to be taken off-site by the vendor. This is especially critical for any produce and food vendors, because of the risk of vermin. Scraps of any such material must be scrupulously cleaned up from the floor or ground. Recycling cans and trash bins will be located on site for public use only.

**Alcohol.** No alcoholic beverages are permitted on site at the market.

**Tobacco products.** No tobacco products are permitted on site at the market.

**Insurance.** Insurance coverage is the responsibility of the individual vendor. Plymouth Farmers Market/Bachman's Plymouth bears no responsibility for any vendor's property at the market.

## 8. MARKET MANAGER RESPONSIBILITIES

**Rules and Regulations.** The Market Manager supervises the operations of the market. The Market Manager will apply the rules and regulations of the market as detailed in the Vendors Handbook, and report violations to the Managing Authority, as necessary. The Manager may ask the Managing Authority to suspend a vendor for one or more days for a serious violation of the rules. Depending on the nature of the violation the Market Manager and/or the Managing Authority reserves the right to remove vendors from the market at any time for any reason.

**Space Allocation.** The Market Manager shall assign all stall space with consideration of the following:

**Removal of Persons.** The Market Manager has the authority, with cause, to request any vendor or other person to leave the market operating area.

**Entertainers.** Musicians, entertainers, etc. present at the Market must have the prior approval of the Market Manager and/or Managing Authority.

**Cleaning.** The Market Manager shall ensure that the Market is left in a clean and tidy condition at closing. The vendors' cooperation is imperative.

## 9. FEES

**SATURDAYS, 9:00am-1:30pm**

**FALL PREVIEW:      Try it for FREE!**  
 (11/10)

**WINTER MARKET:    \$15/Day**  
 (1/12, 2/9, 3/9)

**Stall Size: 8 ft x 8 ft**

**Fees are non-refundable and non-negotiable**

**Refund Policy** Vendor stall fees are non-refundable and non-negotiable. Refunds may only be granted for extenuating circumstances if deemed valid by the Managing Authority and Market Manager. A \$5 administrative fee may apply. **If a vendor is removed from the market, no refund will be issued.**