

The purpose of the Closter Farm Market is to benefit the local community by hosting a group of local vendors who share a commitment to quality, the environment, and each other.

Vendor Agreement for Closter Farm Market

Closter Farm (CF) will give 24-hour notice for market cancellations due to unforeseen circumstances such as a major weather event. **CF** reserves the right to change the time, location, and organization of the market at their discretion.

VENDORS will pay all applicable fees to a team member of **CF** by the end of each market they attend.

Prior to attending their first market, **VENDORS** will submit all necessary licenses, certifications, and liability information as described below to **CF**.

LICENSE/CERTIFICATION & HEALTH REQUIREMENTS

VENDORS are responsible for any/all licenses required to sell their products.

All products must be clearly labeled in compliance with Federal, New Jersey and/or Bergen County regulations & requirements. **VENDORS** are responsible for complying with all Federal, NJ and/or Bergen County regulations, sanitary rules and requirements concerning the preparation, sampling, and sale of baked, processed, and perishable foods.

Prepared foods must be cooked or processed in a certified kitchen. **VENDORS** must provide appropriate documentation to **CF** and are required to maintain all documents and permits required by the Bergen County Dept. of Health, and any other health agency, to be produced to the Health Department, **CF** or any market patron, upon request.

Claims of specific production practices and claims that products have specific nutritive or other health benefits must be supported by analyses or studies, or

methods of analysis, which are recognized by local State or Federal government agencies for purposes of certification.

INSURANCE/LIABILITY

All authorized **VENDORS** participating in the **Closter Farm Market** are independent operators and not partners or joint ventures and shall be individually liable for any loss, personal injury, deaths, and/or any other damages that may occur as a result of the vendor's negligence or that of its employees, agents, and associates.

VENDORS are responsible for supplying their employees, agents, and associates with all required liability coverage including but not limited to Worker's Compensation. **CF** is solely responsible for its own employees, agents, and associates and will not be held liable to cover any form of liability coverage for a **VENDOR**.

All **VENDORS** hereby agree to indemnify and save **Seven Turns Permaculture LLC d.b.a Closter Farm & Livestock Co.** from any loss, costs, damages, and other by reason of the vendor's negligence or intentional misconduct or that of its servants, agents and employees; provided that the **VENDORS** shall not be responsible nor required to indemnify **Seven Turns Permaculture LLC d.b.a Closter Farm & Livestock Co.** for negligence, or that of its employees, agents, and associates.

VENDORS must submit proof of a certificate of General Liability with no less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate prior to the start of the market season and a copy of this certificate must be kept with you at the event. **VENDORS** must name:

Seven Turns Permaculture LLC d.b.a Closter Farm & Livestock Co., 681 Closter Dock Rd., Closter, NJ 07624; as additional insured.

Furthermore, vehicle liability insurance is required to cover any damage caused to persons or property by a **VENDOR'S** vehicle.

VENDORS are responsible for their employees, agents and associates including all liabilities and damages.

Failure of a VENDOR to abide by any of the aforementioned rules may result in the loss of vending privileges.

Closter Farm Market Rules and Regulations

Market Hours

The Closter Farm Market operates on the following days and times:

Market Open Market Close

Friday 3pm - 7pm

Saturday 10am - 2pm

Sunday 10am - 2pm

Market hours may change at the Closter Farm Market's discretion, and all vendors will be notified within 24 hours of the change.

<u>Rain or shine:</u> Closter Farm Market is a rain/sleet/snow or shine market. The market manager will confirm cancellation of any market due to severe inclement weather no later than 24 hours prior to market start.

If inclement weather or weather that makes you feel unsafe begins during a market, you are advised to take shelter in your vehicle or the closest building until market close when you can safely load your display.

Set Up, Breakdown, and General Cleaning

All vendors are welcome to arrive up to one (1) hour prior to market start to set-up their tent and display.

Vendor's will move their vehicles off the property onto Lake Rd. or to a designated spot by the Closter Farm Market Manager no later than 10 minutes before the start of market.

Break down may commence 15 minutes before market close or at the Market Manager's discretion. Vendors may not move their vehicles into the customer parking area until after market close.

Vendors are responsible for all trash and refuse created by themselves and their customers. Closter Farm Market will provide receptacles to dispose of all trash, but it is the vendor's responsibility to keep their set up and surrounding area clean. Closter

Farm Market may refuse to dispose of any waste on behalf of **VENDORS** at the Manager's discretion.

Vendors are expected to pack efficiently and to depart the premises no later than 45 minutes after market close.

Fees

Weekly member fee: \$30

This fee will be paid during each market by check or cash.

No Buying and Reselling

Closter Farm Market is committed to supporting local producers and craftspeople. In this spirit, no vendor may sell products solely as a middle-person. Vendors must demonstrate that they are the producer/creator of all items they intend to sell at market. In some special circumstances, reselling will be allowed as long as it does not constitute more than 10% of the total product offering of the vendor and must be discussed prior to market with the Closter Farm Market Manager.

Quality of Products

If the Market Manager or a member of the Closter Farm staff deems that a vendor consistently brings poor quality products to market, the Market Manager may suspend the vendor from market pending a review.

Market Layout

The Market Manager determines the overall layout of the market. When needed, the Market Manager will make accommodations to suit all vendors and customers.

Canopies, Displays, and Etiquette

Although they are not required, all vendors are advised to have a 10'x10' tent WITH rock bags/tent weights that can adequately secure the tent to the ground in the case of a windy day.

Displays will not use any derogatory, inflammatory, divisive, or suggestive language and/or images. Vendors and their representatives will manage their stall in a clean, courteous, and respectful manner towards customers, other vendors, and the market manager.

VENDORS are allowed 1 (one) 10'x10' space. Any additional space must be discussed with the Closter Farm Market Manager ahead of market, and will carry additional costs per 10'x10' space.

VENDORS may have up to two (2) representatives for their business working at their stall unless otherwise discussed with the Market Manager prior to the market. **CF** reserves the right to charge an additional fee and require additional liability coverage at the discretion of the Market Manager.

Complaints and Violations

Any complaints regarding rule violations shall be brought in writing to the Market Manager.

No Smoking

No Pets

No vendor may bring a domesticated animal to market unless otherwise exempted by the Market Manager prior to market. This does not apply to service animals.

Respect for the Community

Vendors and their representatives are expected to act as upstanding members of the greater Bergen County and New Jersey community while getting to, leaving from, and on the premises at 681 Closter Dock Rd., Closter, NJ 07624.

Closter Farm Market Application

Where do you source your inputs and ingredients from?	
If applicable, where do you produce your product? (Name of commissary kitchen, town)	
Why do you want to sell at Closter Farm Market and what differentiates your product?	
In what ways do you currently contribute to your local farming community? How do you promote local agriculture and environmental stewardship?	
What other markets, if any, do you currently or plan on attending?	
How do you currently market/sell your products?	
Is there anything else you would like us to know about you and your business?	

What day(s) would you like to attend the market? (Please circle)

Friday	Whole Season	Every other week	Other:
Saturday	Whole Season	Every other week	Other:
Sunday	Whole Season	Every other week	Other:

^{*}Priority will be given to those vendors who are able to commit to a full season.

Comments:

^{**}We will work to ensure that there is never a conflict of interest at market (two vendors with similar products).

Acknowledgement of Responsibilities and Conditions

Please initial each statement:
I certify that I and everyone representing my business, who may sell at Closter Farm Market, have been provided with, read, and understand the Closter Farm Market Rules and Regulations, and that we will abide by these rules.
I certify that I will grow, produce, or make all of the products that I intend to sell unless otherwise discussed and agreed upon with the Closter Farm Market Manager.
I agree to allow representatives of Closter Farm Market to visit the premises where I produce my products to inspect and verify any claims I have made in this agreement.
I understand that any change in products or services will need to be discussed and approved by the Closter Farm Market Manage prior to selling them at the market.
I certify that the above statements contained in this application are true and complete to the best of my knowledge. I understand that, if accepted, falsified statements on this application shall be grounds for termination.
Applicant's Signature ————————————————————————————————————
Applicant's Printed Name Applicant's Business Name