

## MARCO ISLAND FARMERS MARKET RULES AND REGULATIONS

(Please sign and date the Signature Sheet after you have read it in its entirety and if you agree to abide by all Rules and Regulations of the Marco Island Farmers Market.)

- \*\*\*All vendors (except Produce) must supply a copy of their Sales & Use Tax Certificate
- Vendors who have outside booths are allowed to park 1 car behind their space. Any additional cars must be parked at the New Life Community Church.
- Any vendor who does not park in the designated area without prior approval can be subject to removal from the market without a refund.
- It is strongly recommended that all vendors maintain their own insurance to cover the extent of their operations.
- **Inside Vendors** – Will not be allowed to maneuver their vehicles through the market after 7:30 a.m. or before 1:15 p.m.
- Vendors are required to stay at their booths until their designated time (1 p.m. for Outside Vendors & 1:15 p.m. for Inside Vendors). Any vendor found to be leaving before their designated time without prior approval by a Farmers Market manager, are subject to removal from the market with no refund.
- **All vendors must dispose of and remove their trash at the end of the market day. Use of City garbage receptacles is not allowed.** Dumping on city park property will not be allowed. Violators will be subject to a trash removal fee of \$100.00, and immediate dismissal from the market with no refund. The Marco Island Recycle Center is located at 990 Chalmers Drive (corner of Chalmers Drive and East Elkcam Circle).
- All vendor products must be maintained within their allotted space and cannot infringe on another vendors space. All vendor areas must be kept clean.
- The Market reserves the right to ask that unsuitable or unapproved products be removed from any booth.
- Vendors will not be allowed to play music from cars or radios during the market hours of (7:30 a.m. – 1:00 p.m.). Violation will result in being asked to leave without refund.
- Items that are not permitted at the market include: all large potted trees, palms, shrubs, and plants that are more than 4 feet in height. Vendors selling any of these prohibited items will be asked to leave the market immediately and may be subject to termination of contract.
- Homemade food items of any kind are prohibited. Food products must be from approved sources such as an inspected and permitted food establishment. The Market requires any Cottage Food Operation to have a food establishment license. (Subject to Health Department inspection and license.)
- **Eggs** are not permitted at the market.
- Price gouging will not be permitted. Please keep all prices fair and competitive with neighboring vendors.
- All vendors will conduct themselves in a professional and courteous manner to all customers and other vendors. Shouting or hawking of products is prohibited.
- All vendors must bring in their own tables, chairs, tents, garbage pails, weights, etc. as needed for their booth. We do not supply these necessities.
- Each vendor shall be required to maintain his or her designated area in a safe condition and shall not create any hazardous conditions. Tents and umbrellas must be weighted properly for wind to ensure the safety of you and others.
- Fees are non-refundable once the vendor has been approved and assigned a market space.
- No vendor may share his or her designated vendor space with any other vendor or any person not employed by the vendor or sublet his or her rented space at any time.
- All Food and Produce vendors must provide some sort of cover from the sun for their products.
- All Generators must be approved by a Farmers Market manager, **BEFORE** being brought to any booth.
- All Banners and large signs must be approved before being posted at any booth. Feather Banners and Flags are not allowed.
- The Farmers Market is a place to sell products No solicitation of Services will be allowed.
- No Electrical or Water hook up is provided.

## Signature Sheet

\*This sheet MUST be signed and returned prior to the opening of the Farmers Market.

### Hold Harmless and Indemnification

I hereby agree to INDEMNIFY, RELEASE, and HOLD HARMLESS the City of Marco Island and the City of Marco Island Farmers' Market, Collier County and the Officers, Directors, Agents, Leagues, and Employees of these entities from and against any and all rights, actions, causes of action, suits, losses, damages, judgments, claims, claims of liabilities, cost and expenses of any kind as well as attorney's fees and court costs at trial and on appeal, of whatsoever kind or nature to which these entities and individuals may be subjected to as a result of any death, personal injury, or damage to property arising in any manner from my direct or indirect participation in the City of Marco Island Farmers' Market, including any such rights, actions, causes of action, suits, losses, damages, judgments, claims, and claims of liabilities arising out of or resulting from the negligence of these entities or any of their agents, servants, employees or any independent contractors acting on their behalf. I further agree that this Hold Harmless Agreement shall apply in the event I am disabled, injured, or incur disease of a temporary or permanent nature while participating in, or die as a result of participating in, this activity, regardless of the cause including negligence of the above reference entities, their agents, servants, employees or independent contractors.

**This Agreement has been delivered in the County of Collier, State of Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this agreement shall be Collier County, Florida. This agreement may not be modified or amended nor shall any provision of it be waived except in writing signed by the parties, and in the case of the City of Marco Island, approved by the City Manager.**

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1. The undersigned further certifies that he/she is the responsible person referred to in the rules and that he/she is authorized:
  - A -To execute on behalf of the business, and
  - B - To execute legal process on behalf of the business.
  
2. I understand that I will not be allocated a space until all of the above documentation is on file with the City of Marco Island, my application is approved and my fees are paid in full. All fees are Non-Refundable once location has been assigned.
  
3. I understand that the City of Marco Island Farmers Market reserves the right to limit or discontinue the participation of a vendor at any time.
  
4. I certify that I have fully read and understand the contents of this application in its entirety and that I fully agree to all of its rules, terms and conditions.

Name of Company: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name