

## 2017 North End City Market

## *Rules/Regulations –for vendor to keep*

Thank you for your interest in the 2017 Season of North End City Market! The North End Commons Farmers Market has been a weekly tradition for the people of the North End and surrounding neighborhoods for many years. The North End market will be full of fresh, local products and food and will feature live local music for the community to come shop, eat, and socialize with other community members.

### Goals

- To increase traffic and patronage to the North End Commons and surrounding area and businesses
- To promote the sale and accessibility of locally grown and produced food and other goods to the neighborhood and community
- To grow jobs and businesses by offering the opportunity for local entrepreneurs to test and refine their products, thereby encouraging business incubation or expansion of local businesses in the north end and surrounding area

**Location:** Saturday mornings May 13 – October 28 9am-1pm at the southeast corner of Auburn and Main Street at the roundabout.

**Fees:** Fees are \$100.00 per space for the season due with application. If more space is needed spaces 2 and 3 will be discounted at 20%.

### Products sold at the North End City Market

The North End City Market is committed to creating a diverse marketplace with the highest quality, locally grown and produced products available. NE City Market steering committee will not be bound to apply a particular set of selection criteria and reserves unconditional discretion to accept or refuse anyone as a vendor and will consider many factors when evaluating vendor applications. Vendors are selected through a committee approval process. Priority will be given to:

- Local farmers and producers who bring product to the market that is primarily grown on farmland they own, lease or operate.
- Vendors who create high quality, unique or unusual items
- Businesses with potential for growth into storefronts in local commercial districts
- Prepared food vendors with limited menus who offer foods made from fresh healthful ingredients. Approved menus must be adhered to unless preapproved by committee.
- Vendors from the previous season whose continued presence at the market successfully aligns with the market's mission.

### How stall assignments are made

Stall assignments are made by market manager based on the following criteria: Available space, number of spaces needed, electrical needs, complementary products placed near each other, and vendor performance. Performance includes good product quality, good display and signage, ability to adhere to the Rules and Regulations outlined in this document, and market fees being paid/current. The manager will make every attempt to keep layout consistent throughout the season, however, there may be occasional slight adjustments to assigned spaces due to absences or other occurrences.

## Booths

- Each vendor is responsible for providing their own tent, tent weights, necessary equipment and supplies to conduct business at their booth. Four (4) tent weights of at least 20 pounds each must be attached each week regardless of the weather unless weighted to vehicle.
- All booths are 10' x 10' spaces. Vendors may rent multiple spaces.
- Vendors will be charged for multiple spaces if vendor space needs exceed 10' x 10'
- RCM reserves the right to disallow the sale of any merchandise the RCM deems offensive
- Subletting any stall space is prohibited

## SNAP/LINK benefits and RCM bucks

North End City Market began using an EBT machine to process SNAP/LINK cards in 2015. Customers purchase tokens at the information booth and then spend them at the eligible vendors. Vendors are responsible for turning in those tokens and getting a receipt to be reimbursed. Market Manager will reimburse on a biweekly basis. Regarding SNAP purchases, all vendors with SNAP eligible products will be required to participate. It fits the market's mission to make locally grown and produced products available and accessible to our entire community.

## Absence Policy

As a courtesy, vendors are asked to notify market management of their absence by 10:00pm Thursday of that week so that layouts can be adjusted if necessary.

## Weather and Other Emergency Plan

The North End City Market is a "Rain or Shine" market but in the rare case of severe or threatening weather or other emergency the market management may choose to cancel or close the market.

## Electricity

- There is very limited electricity at the North End City Market location. Electric will be given based on priority to prepared food vendors, market management, and then any leftover electric will be divided out among vendors noting their needs on their application.
- If a vendor requires electric, needs must be clearly stated on the application listing the device or appliance and the amount of electricity it requires. Vendors must provide 12 gauge outdoor commercial grade extension cords.
- Any vendor who causes power outages or issues due to incorrectly stating electric needs will be given a verbal warning on their first offense and given a **minimum of a \$50 fine for each offense thereafter.**

## Set Up/Tear Down

Set up starts at 8:00am and must be completed by 8:45am. Tear down starts at 1:00pm. Vendors are required to stay until closing. Vendors who sell out early must keep their stall set up and post a sign letting customers know they have sold out. There are no moving vehicles allowing on the grounds from 8:45am until 1:15pm.

## Vehicles and Parking

Vendors may park one vehicle in their parking spots with their tents off the back. After 8:45am, there will be absolutely no moving vehicles on the market grounds. Vehicles may move again at 1:15pm after the market is over and patrons are clear.

***Vendors and staff may not park in the spaces along Toner.*** These spots need to be clear for customers of the market and bank.

### **Cleanup and Garbage**

Vendors are required to clean up after themselves. Vendor space must be maintained in a clean, safe and sanitary manner. Vendors are responsible for taking with them any trash or garbage that is generated in or around their booth and sweeping up any product debris left on the ground. Vendors are not permitted to dispose of product waste, overripe or leftover produce, or boxes in any onsite garbage cans or dumpsters.

### **Booths/Signage**

Booths and signage should look professional, clean and organized. Any products from other farms should be noted on the signage with their Farm name and location. (This is a Farm Bill requirement.)

### **Taxes**

Applicable sales Tax and 1% Redevelopment City of Rockford tax (if applicable) are both the responsibility of the individual vendor. *The City of Rockford requires market vendors to pay the 1% redevelopment (metro) tax. This affects vendors selling beverages or prepared (hot) foods for consumption on site. It does not affect sales of produce or other goods.* For more information, go to <http://www.ci.rockford.il.us/finance/revenue-division/metro-tax.aspx> or contact City of Rockford Revenue at (779)348-7165.

### **Insurance, Permits, Licenses**

Each vendor must provide a certificate of insurance proving they have coverage in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate. If the certificate expires during the season the vendor is responsible for providing a renewed certificate. It is the responsibility of the vendor to obtain and have on-person all licenses, insurance certificates, and permits required for the sale of the vendor's products at all markets.

**Questions/concerns regarding food product regulations and/or licensing should be directed to the Winnebago County Health Department** –at 815.720.4119. All Winnebago County health permits must be acquired at least two weeks prior to the event. Vendors selling food items, baked goods, or giving samples must meet current Winnebago County Health Department Food guidelines and have applicable operating permits. Vendors must keep a copy of these permits at their market stall at all times. The website for the Winnebago County Health Department is [www.wchd.org](http://www.wchd.org). To apply for a food permit the office is at 401 Division Street, Rockford, IL 61104 on the 2<sup>nd</sup> floor in the Environmental Health, Room 205.

Contact from Health Department: Karen Hobbs – [khobbs@wchd.org](mailto:khobbs@wchd.org) or (815)720-4115

North End City Market

2017 Contract and New Vendor Application

Return to : RRD

PO Box 4244

Rockford, IL 61110

**\*APPLICATION DEADLINE APRIL 1, 2017**

Anyone wishing to become a vendor must submit this completed application and be selected through a committee approval process. **A complete application includes** (1) A filled out and signed application (2) Photos of the product, booth, and set-up which can be mailed with the application or emailed to [rockfordcitymarket@rrdp.org](mailto:rockfordcitymarket@rrdp.org). (3) Check made out to RRD for booth fees (returned if not accepted.) (4) Signed Contract. To ensure a wide variety of goods at the market, the number of vendors in each category may be limited. Vendors returning from 2016 must fill out a new application and include a complete list of the items they would like to vend.

Applicant Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address \_\_\_\_\_

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

Cell Number: \_\_\_\_\_ Alternate Number \_\_\_\_\_

Preferred Method of Contact (Email or Phone) \_\_\_\_\_

Business Facebook/Website: \_\_\_\_\_

Illinois Sales Tax Number: \_\_\_\_\_

Please list all items you would like to sell:

Do you make/grow everything you wish to sell? (If no, please explain):

Is your business or product part of a franchise? \_\_\_\_\_

Do you have an existing store/business? \_\_\_\_\_

Do you have any electrical needs? If so, please list piece of equipment and amps required:

Each space is 10x10, vendors who exceed this will be charged for each space used, how many 10x10 spaces do you need? \_\_\_\_\_

Please list all vehicles and license plate numbers that you or your staff expect to use while at the market:

- I have read and understand the 2017 Rules and Regulations. If I have any questions I will email Nikki at [rockfordcitymarket@rrdp.org](mailto:rockfordcitymarket@rrdp.org) or call 815.977.5124
- I have enclosed a check payable to RRD
- I will provide proof of insurance by the first market
- I will send pictures of my product and booth set-up
- Signature \_\_\_\_\_ Date \_\_\_\_\_

**2017 North End City Market Contract**

I have read the Rules & Regulations, Terms & Conditions and Vendor Contract of the North End City Market (NE) and understand what is presented in them and hereby agree to abide by them. Further, I understand that any violation of these rules or potential hazard to the public may cause the immediate termination from the North End City Market.

I agree to sell only those products approved by the NE City Market Steering Committee and listed on my application. Additional products cannot be added or sold without prior approval by the NE City Market.

I hereby acknowledge and accept full responsibility for all my activities and for the activities of those assisting me at the NE City Market. I understand that the NE City Market does not carry, provide or offer insurance coverage for individual vendors and that I am required to provide my own insurance coverage for myself and those assisting me. I also understand that I must obtain and provide to the NE City Market management copies of insurance and have the required other permits prior to the start of the NE City Market. Copies of these documents will be kept with me at my booth.

I understand that the Rock River Development Partnership retains the right to collect any and all payments owed by its vendors per the Vendor Contract. I understand that all vendors must pay their fee for the booth space with their application as well as any fines they may accrue payable to Rock River Development Partnership.

I indemnify and hold harmless North End City Market, Rock River Development Partnership, and Market and Vendor Managers and staff, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, including attorney's fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this contract or my (the vendor's) use of the space(s), sale of goods or conduct of business by the vendor, its agents, servants, employees, customers, patrons or invitees or any act or omission of the vendor, its agents, servants, employees, customers, or invitees.

I agree that I am responsible for all monies collected from the sale of my goods, as well as collecting and reporting of sales tax. NE City Market, Rock River Development Partnership, and Market Management are in no way responsible for any lost or stolen monies or items.

I understand that beginning in 2015, NE City Market began instituting procedures for accepting LINK. I agree to the acceptance of the LINK card benefits at my booth, providing my goods are eligible. I agree to follow all rules and procedures regarding the acceptance of LINK in order to prevent fraud and any loss of revenue from my booth

I agree to assume all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any vendor at or related to its operations at the market; and I agree to indemnify and hold harmless NE City Market, Rock River Development Partnership, and Market Management from all damages, costs, and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnishes or used by the vendor in connection with this agreement and will defend NE City Market, Rock River Development Partnership, and Market Management from any such suit or action, regardless of whether it be groundless or fraudulent

Signature \_\_\_\_\_ Date: \_\_\_\_\_