



# **The Venice Farmers Market Vendor Agreement (Year Around Market)**

(as of December 2022)

## **AGREEMENT**

The Venice Farmers Market (LWR) grants to the undersigned a revocable license agreement to operate the approved business in accordance with the terms of this Agreement.

## **BACKGROUND**

### **FORMATION:**

The Venice Farmers Market is a historic gem operating on the Island of Venice in Venice, Florida. Waxwing Corp., DBA Independent Jones (IJ) was awarded operations of the farmers market in July of 2022. The market was created to enhance our community's connection with local food and goods, foster connections between local businesses and the community, and provide a weekly family outing destination.

### **GOVERNING BODY:**

The governing body of the Venice Farmers Market is Waxwing Corp., DBA Independent Jones (IJ). As the governing body of the Venice Farmers Market, Independent Jones. shall be responsible for the business affairs of the Farmers Market in accordance with our guiding principles. It shall determine policies and fiscal matters related to the Farmers Market.

Operations of the Farmers Market shall be solely within the discretion and control of Independent Jones and the Farmers Market Manager. IJ reserves the right to change or modify its policies or rules at any time. Vendors shall comply with all statues, ordinances, rules and regulations of any City, County, State or Federal governmental authority, including but not limited to the Sarasota County Health Department.

### **PURPOSE OF THE MARKET:**

Far from the typical farmers market, this is a curated gathering of the best vendors in the region, combined with live music and a plethora of family-friendly activities. Offering produce, meat, poultry, eggs, breads, pasta, juices, prepared foods and artisanal products, the Farmers Market brings together the best purveyors in the Southwest Florida region. This year-around market is designed to serve and bring together all segments of the community and be a positive force in bringing people to the heart of Venice to purchase fresh produce and local artisanal goods.



**THE MARKET MANAGER:**

The Farmers Market Manager who reports to IJ, shall have in general responsibilities of the day-to-day operations of the Farmers Market and specifically, the operation of the Farmers Market on each Saturday. Responsibilities include, but not be limited to, weekly allocation of all Vendor spaces; supervision of the Farmers Market during operating hours; communication with Vendors and responding to their needs and inquiries; implementing and enforcing all rules pertaining to the running of the Farmers Market in a fair and equitable manner; liaising with city officials and merchants as directed and required; creating an open and friendly atmosphere at the Farmers Market and implementing regular, ongoing special activities and entertainment at the Farmers Market. The Farmers Market Manager is also responsible for contacting potential Vendors that may be able to fill the needs for specific products and services identified by IJ

**LOCATION:**

The Venice Farmers Market shall be located at City Hall at address 401 W. Venice Ave., Venice, FL, 34285.

**HOURS OF OPERATION:**

The Venice Farmers Market shall be open every Saturday, with exception to Christmas and Easter unless otherwise amended by IJ, from the hours of 8:00 AM until 1:00 PM from October-April and 8:00am-12:00pm from May-September.

Vendors must vacate the Farmers Market area by 3:00 PM on Saturdays from October-April and 2:00 PM on Saturdays from May-September. Vendors may begin setup as early as 6:00 AM. The hours of operation may be changed, when required, at the discretion of IJ As much notice as possible will be given to Vendors in these cases.

**LICENSE AGREEMENT**

IJ grants this revocable license after having approved specific products of the Vendor for which the Vendor herein is permitted to sell at the Venice Farmers Market.

**RENTAL FEES:**

Rental and electrical fees shall be payable monthly by the first Saturday of that month (regardless of whether the Vendor occupies the space) directly to the Farmers Market Manager or online in the methods specified by the market (PayPal until all vendors are on MarketWurks). Vendors may not be permitted to set-up the Saturday if payments are not received at the discretion of the manager. Late payments shall result in the right of IJ to terminate the contract with the Vendor and or issue late payment fees of \$10 per week late. No refunds or credits will be given for any non-occupancy. In accordance with the Farmers Market policies a Vendor may prepay the entire rent for the season in advance if paid at the time of their start, automatically renewing on January 1 of the new year. Sales tax on the rental of space is required by the State



of Florida and will be collected as part of the monthly rent as stated. **See Attached Exhibit “A” or the Amendment attached hereto for rental rate.**

### **VENDOR REQUIREMENTS AND REGULATIONS**

1. The Farmers Market Manager shall assign each Vendor a designated area to display and sell their merchandise. The normal sizes of areas are as follows: 10’ by 10’. Vendors may be relocated to other areas at the discretion of the Farmers Market Manager. Vendors will not operate beyond the area assigned to them, except as pre-approved by IJ
2. On signing this contract or any extension thereto, each Vendor shall be responsible for providing to the Farmers Market Manager all required documentation listed within the contract or as stated in any Exhibits, including, where applicable:
  - A. A Florida Processed Food license number
  - B. A Florida Sales Tax number
  - C. A current Certificate of Comprehensive General Liability Insurance covering operations and products with limits no less than One Million Dollars (\$1,000,000)/One Million Dollars (\$1,000,000) aggregate naming Independent Jones and The City of Venice. No Vendor shall share his/her designated area with any other Vendor, or any person not employed by the Vendor without prior approval of IJ
3. Each Vendor shall keep his/her designated area clean, safe, and neat during operating hours of the Farmers Market. Each Vendor shall also be responsible for ensuring that his/her area is thoroughly cleaned at the close of the Farmers Market. All waste must be taken out by each Vendor individually and disposed of off-site. All areas must be kept in safe condition and shall not create any hazardous condition or allow any such condition to continue. Spills and stains within the vendor's designated area will be subject to fines ranging from \$50-\$250, depending on the cleaning fee. The fine is to be paid prior to returning to the Market. All tents, umbrellas or other devices providing shade must be securely anchored. Failure to have a designated area clean and safe may result in the IJ hiring, at the Vendor’s expense, an external supplier to clean up or repair any damage.
4. Vendor shall be responsible for the payment of his/her own taxes and license fees, including, but not limited to sales tax payable to the Florida Department of Revenue. Vendors are responsible for obtaining required licenses and certificates from the city, county, and state authorities and for ensuring that the Venice Farmers Market is provided with current copies.
5. Vendors may sell ONLY the products or provide ONLY services agreed to and listed on attachment Exhibit “A” of this Agreement, as amended. Vendors are not permitted to change or add to products or services offered, without prior approval by the IJ at their discretion. Any products or services offered but not listed on this Agreement may result in automatic removal from the Farmers Market. IJ reserves the right to remove an existing or approved product or service from the vendor's offerings with two (2) weeks’ notice.



6. Vendors are expected to be at the Farmers Market every Saturday. One (1) unexcused absence will be allowed. Unexcused absences are defined as less than a seven (7) days' notice of absence, except in extraordinary circumstances. More than two (2) consecutive absences or more than seven (7) absences yearly shall result in the right of IJ to terminate the contract with the Vendor. An approved summer absence is an exception. Space rentals will continue to be payable where Vendors are absent from the Farmers Market.

7. A Vendor-owner or approved party by IJ is required to be at the business location in the Farmers Market during the hours of operation at all times.

8. The Vendor shall abide by The Agreement set forth by IJ for the Venice Farmers Market as implemented and enforced by the Farmers Market Manager. See Exhibit D for a full list of Policies, Regulations, and Rules. The Farmers Market Manager shall set forth the restricted and permitted parking areas. Vendors and their employees are NOT permitted to park their vehicle anywhere within the Farmers Market footprint unless special permission from the market and the market manager.

### **REQUIREMENTS FOR SPECIFIC VENDORS**

#### **PRODUCE/FOOD VENDORS:**

Produce sold at the Farmers Market aims to be fresh grown and may include, but is not limited to, vegetables, plants, cut flowers, nursery products and any item that is grown or growing. Items directly related to the sale of such items, such as pots, baskets, jams, jellies, breads, etc., may also be offered for sale in conjunction with produce. Items produced from produce or food items must be self-processed. Reselling of goods processed or manufactured by others is not permitted. IJ may make exceptions in special circumstances.

#### **ARTISANS:**

Preference is placed on Artisans' work that is original (art) or applied crafts that fit the focus of the Farmers Market, natural materials that are self-produced, hand-crafted and of high-quality workmanship while avoiding too much duplication of any given category (candles, soaps, textiles, ceramics, etc.) Artisans must have created, sewn, constructed, or otherwise fashioned from natural materials the item(s) they sell. The component materials must be sufficiently modified from their original state to demonstrate true craftsmanship. Arts and crafts should be handmade by the artisan/Vendor unless the committee approves an exception. If using a commercial component in his/her work, the artisan must substantially alter the item using great skill or technique and original design. Vendors may be asked to certify in writing that the products they offer for sale meet these requirements. The Artisan who makes the product or service must be present at the Farmers Market to display their products.



**SERVICE PROVIDERS/COMMERCIAL BOOTHS:**

Service Providers of food or other service products must be in accordance with the purposes and mission of the Venice Farmers Market and are intended to complement and supplement the Produce/Food Vendors and the Artisans. Rental fees for service Vendors are subject to IJ discretion.

**NONPROFITS:**

The market reserves up to two spaces per market Saturday for nonprofits. Preference is placed on nonprofits local to the Venice and surrounding area. Nonprofits approved to attend the market are required to submit the same insurance as other vendors, are not permitted to sell any goods or items, and solely use the market as a promotional outlet. Nonprofit spaces have no charge.

**OTHER TERMS OF AGREEMENT**

The terms of this Agreement between Vendor and the Venice Farmers Market shall commence upon full execution of the agreement and shall terminate on December 31st every year, and automatically annually renew on January 1st of every year, or subject to earlier termination as provided in this agreement or by IJ. If this contract is for a new Vendor, the term is conditioned upon the successful completion of a six (6) week probationary period commencing upon the date of execution of the agreement. The contract may be terminated for any reason during the probationary period. While recognizing that special circumstances may force Vendors to be absent from the Farmers Market from time to time, IJ retains the right to terminate this agreement in the case of more than two (2) weeks consecutive absences from the Farmers Market, or for failing to be set up and ready three times or more during the term of the Agreement. The term "failing to be set up" is defined as not having the tent and table and all equipment set up and product displays complete at 8:00am. Vendors not providing services must have all equipment ready and Vendor present to provide services at 10:00am. All Vendor vehicles must be out of the designated market area by 7:45am. Vendors must ensure their areas are occupied throughout each market day of the season, unless special arrangements have been made in advance and agreed to by IJ. Vendors are not permitted to break down earlier than the close of market unless permitted or directed by the Market Manager to do so.

The Venice Farmers Market shall have the right to cancel any market day with a 24-hours email notice to the Vendors, for any reason.

**ASSIGNMENT/SUBLET/PROPERTY RIGHTS**

No Vendor shall assign or sublet his/her designated area unless prior approval has been obtained from IJ. IJ may approve or deny any assignment at their discretion, only after a formal request is made in accordance with the Farmers Market policies and procedures. Furthermore, the Vendor agrees and covenants that they cannot and will not sell space within their rental



space or permitted area as it is a public right-of-way. This restriction is merely intended to prohibit any attempt by any party to sell entitlement to possession or use of a public right-of-way.

### **INSURANCE AND INDEMNIFICATION**

The Vendor must sign the "Hold Harmless Agreement" attached hereto as part of this Agreement and return along with this Agreement to the Farmers Market Manager.

The Vendor shall indemnify and hold IJ and its affiliates, including The City of Venice harmless from any and all actions, fines, suits, proceedings, claims, costs, damages, losses or expenses of any kind incurred by the Vendor and paid by the Venice Farmers Market arising out of or in any way related to the Vendor's participation in the Farmers Market or arising out of or occurring within the area comprising the Farmers Market. This shall include all attorney's fees and costs necessarily incurred by the Venice Farmers Market.

The Venice Farmers Market is not liable for any loss or damages caused by failure or delay in providing the site, any defect or deficiency in the site or any interruption of or other loss or use of the site. **All Vendors are required to deliver to the Venice Farmers Market at the signing of this agreement and annually thereafter, a copy of their current annual Comprehensive General Liability Insurance certificate covering operations and products with limits not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (1,000,000) aggregate naming Independent Jones and The City of Venice as additionally insured.**

It is the Vendors responsibility to keep continued liability coverage and provide a copy to the Farmers Market Manager.

#### **FOR LISTING:**

City of Venice  
401 W. Venice Ave  
Venice, FL 34285

AND

Independent Jones  
8921 Brookfield Terrace  
Bradenton, FL 34212

### **WEATHER POLICY**

The Policies of the Farmers Market include a weather policy. Make sure you are familiar with the Weather Policy and the following: When the Venice area is under an immediate Tropical Storm or Hurricane Warning and or with extreme high winds predictions (15 mph or greater), or if there is an immediate threat or actual presence of lightning, the Farmers Market will close. The Farmers Market Manager shall have final decision authority depending on the projected path and surrounding conditions of the storm. The Venice Farmers Market requires Vendors to have weights on hand (or other means of securing the Vendors' tents and equipment) for any unforeseen wind conditions. Tent weights are required and must be equal or greater than 20 lbs



per tent leg. Rain-only events will not initiate a closure. The presence or immediate threat of lightning is grounds for closure.

The market does not refund market closure dates due to weather, except under circumstances deemed by IJ.

Vendors are responsible for monitoring local weather conditions. Vendors with perishable items may, at their discretion, adjust their inventory the best they can to minimize inventory loss in case of projected severe weather conditions. With notice given to the Market Manager, Vendors may choose at their discretion to be absent from the Market due to predicted weather. This will be counted towards Vendor's yearly absences.

Vendors are required to "check in" with the Farmers Market Manager if potentially dangerous winds or lightning storms approach the Farmers Market. Vendors need to be on the same page in the event of such storms.

1. It is the Vendor's responsibility to contact the Farmers Market Manager in the case of uncertain weather patterns
2. In the case of any power outages and/or if the internet is down at the market site, it is the Vendors' responsibility to contact the Farmers Market Manager

### **VIOLATION OF AGREEMENT AND THE VENICE FARMERS MARKET RULES**

The Vendor below agrees to be bound by the terms of this Agreement, and the Rules and Regulations as set forth by IJ. IJ is responsible to implement and enforce this Agreement and all rules pertaining to the running of the Farmers Market in a fair and equitable manner. The Farmers Market Manager on behalf of IJ shall have the authority to issue warnings and take the appropriate action against Vendors who violate this agreement or the rules and all other applicable regulations and laws. IJ and Market Manager have the power to immediately suspend or remove any Vendor caused by any single violation or any misconduct deemed by IJ.

If a Vendor receives three (3) notices and the Vendor fails to comply with said notices, or if a Vendor is in violation of the terms of this Agreement, a rule or regulation, upon receipt of a Notice of Violations, the Vendor will be subject to termination of this Agreement by IJ

### **TERMINATION**

In the event a Vendor fails to conform to any of the terms, covenants and conditions of the Agreement, the Farmers Market Rules or other rules, policies and regulations, or any misconduct deemed by IJ as may be from time to time made, and after receipt of Notice as provided herein, IJ shall have the right to immediately terminate Vendor's rights to participate at the Farmers Market without thereby waiving any other rights and remedies IJ may have concerning the Vendor.



**NOTICES:**

Any notice required to be given under this Agreement shall be deemed properly given if mailed or emailed, with a return receipt, to the Vendor at the address set forth in this agreement and to IJ at address 8921 Brookfield Terrace, Bradenton, FL 34212. Notices shall be sent by electronic mail to the last registered electronic email address provided to the Farmers Market Manager by the Vendor, and to the Farmers Market Manager at tech@independentjones.com.

This Agreement shall be a binding Agreement on both the Vendor and the Farmers Market. This Agreement may be supplemented each year by an addendum which shall be made an integral part of the Agreement, and this part of the Agreement shall continue to bind the parties. This Agreement shall end upon termination as provided herein.

All Exhibits are included as an integral part of this Agreement.

- Exhibit "A": Rental fee, Product information, and license and insurance information
- Exhibit "B" Hold Harmless Agreement
- Exhibit "C" Sample Violation Notice
- Exhibit: "D" Policies and Regulations and Rules
- Exhibit: "E" ANTI-DISCRIMINATION & ANTI-HARASSMENT GUIDE
- Exhibit: "F" Food and Safety Rules and other Information

*SEE SIGNATURE PAGE TO FOLLOW*





**VENUE:**

the Venice Farmers Market

By \_\_\_\_\_  
Waxwing Corp., DBA Independent Jones

Date \_\_\_\_\_

**VENDOR:**

As its owner of \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
As an authorized representative of Vendor



**Exhibit "A"**  
**Rental fee, Product information, and license and insurance information**  
**Pages 2-8 of Agreement**

The following is incorporated into the Agreement and made binding on all parties to the Agreement. Upon submission of the Season Membership fee and this Exhibit "A", this Exhibit "A" shall become an addendum to the existing Contract Agreement, after approval of IJ as provided in the Policies and Regulations. For the addendum and the Agreement to be accepted and approved, the signature of IJ must accompany this document.

**PLEASE PRINT**

**A. Contact Info and Business Info**

Vendor's Business Name: \_\_\_\_\_

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

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

City/State/ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

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

**B. Rental Fee Options (10' x 10' Space)**

- **MONTHLY**

- \$30/week MONTHLY PMTS OF \$120.00 for 4-week month, \$150.00 for 5-week month
- For additional booths beyond 10x10, the fee is \$25 for a second 10x10 space, and \$20 for a third 10x10 space and every space beyond

- **ELECTRICITY**

- No charge

**C. Lease Term**

Ongoing from the day of start should the vendor stay in good standing, all leases renew January 1 of the year.

**D. Approved Product(s) to be sold or Services to be provided — (Rank by estimated highest dollar sales and percent of total sales).**

Continue list on reverse side if necessary:



Rank	Product & Description	% sales

Where/how is this product produced?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E. Space Allocated : (Circle one) 10 feet \_\_\_ 20 feet \_\_\_ 30 feet \_\_\_ 40 feet \_\_\_ Other  
*\*please note space beyond 10x10 will result in a higher monthly rental fee (see fees above)*

F. License Information:  
 Type of License: \_\_\_\_\_  
 Business License Number: \_\_\_\_\_  
 County or City (Circle one)

FL Sales Tax Number: \_\_\_\_\_

FL Processed Food License # (if applicable) \_\_\_\_\_

G. Insurance:  
 Name of Insurance Company: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Comprehensive General Liability Policy Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ (Attach copy of Declaration Sheet)



H. Emergency Contact Information (PLEASE PRINT):

Emergency Contact Name: \_\_\_\_\_

Relation: \_\_\_\_\_

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

City/State/ZIP \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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



**Exhibit "B"**  
**HOLD HARMLESS" AGREEMENT**

I, \_\_\_\_\_, whose address is \_\_\_\_\_

(hereinafter the "Vendor"), in consideration of being provided selling space at the Venice Farmers Market agree to the following terms and conditions:

1. Vendor shall indemnify, defend, and hold harmless the the Venice Farmers Market., Waxwing Corp., DBA Independent Jones, The City of Venice, agents, servants, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including reasonable attorney's fees arising from or in any manner connected to the willful misconduct or gross negligent acts, of the Vendors, its agents and employees, in connection with Vendor's participation in the Venice Farmers Market and in the performance of services, work or activities under this Agreement and the Venice Farmers Market's Vendor Agreement.
  
2. Vendor acknowledges receipt of and agrees to comply with each and every rule, regulation, procedure, terms and conditions set forth in the Venice Farmers Market Vendor Agreement.

In witness whereof, the Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Name of Business

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

\_\_\_\_\_  
Printed Name of Vendor



**Exhibit "C"**  
**Sample Violation Notice**

Date: \_\_\_\_\_ Violation No.: \_\_\_\_\_

Business Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

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

This notice is being issued to you for the following reason(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is a violation of the following Market rule: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As a signatory to the Venice Farmers Market Rules and Regulations, I hereby acknowledge and agree to comply with all rules and regulations pertaining to selling privileges at the Farmers Market.

I am hereby advised that subsequent violations of any market rules may result in my suspension from the Farmers Market. I understand that violations will be removed at the discretion of IJ if no new violations are issued.

- First Violation — Warning
- Second Violation — Warning
- Third Violation — Suspension and/or possible permanent removal from the Farmers Market

**Signed:**  
the Venice Farmers Market Representative \_\_\_\_\_

Market Participant \_\_\_\_\_

Action Taken \_\_\_\_\_

*(The Venice Farmers Market reserves the right to immediately remove a Vendor from the Farmers Market based on the severity of the violation.)*



**Exhibit: "D"**  
**Policies and Regulations and Rules**

Our goal is to ensure the Farmers Market is attractive, safe, and appealing to customers. We want our customers to enjoy their Market and return every week. Each Vendor has a role to play in attaining that goal. Please respect and adhere to these rules and their intent.

**It is a privilege and not a right to participate as a Vendor in  
the Venice Farmers Market**

1. Vendors must be completely ready to conduct business by 8:00am. Ready to conduct business means: all equipment is set up and positioned; all products are displayed; all services are ready to be rendered with all Vendors in their booth space by 8:00am. Vendors shall ensure that their vehicles exit the Farmers Market no later than 7:45am and that they are parked in the appropriate spaces. Vendors must unload their vehicle, park their vehicle and then start to set up their booth. Vendors must park in designated vendor areas only (see the weekly site map).
2. The Venice Farmers Market does not tolerate any acts of harassment, verbal or physical harm, disparaging comments, or discrimination of any kind by anyone associated with the Farmers Market. Vendors shall be always courteous and considerate of others; any verbal or physical harm, discrimination, or harassment by a Vendor to another Vendor, the Farmers Market Manager, Farmer's Market team member, The City of Venice, IJ representative, Independent Contractor, or a member of the public is cause for immediate expulsion from the Farmers Market by the Farmers Market Manager and IJ
3. The Venice Farmers Market is open all year around; Vendor Agreements will automatically renew each year on December 31st. Vendors must comply with the attendance rules and must inform the Farmers Market Manager of their absence as early in advance as possible. Vendors are to notify the Farmers Market Manager at least 60 days prior if they do not plan to renew their Agreement and status in the Farmers Market.
4. Vendors must comply with all requests from the Farmers Market Manager and must act in a professional and respectable manner when communicating with them and their team.
5. Market closure is 1:00pm from October-April and 12:00pm from May-September; all Vendors must have cleaned up their space and vacated by 3:00pm from October-April and 2:00pm from May-September. Vendors are not permitted to break down earlier than market close unless permitted or directed to do so by the Farmers Market Manager.
6. Vendors cannot bring their vehicles into the Farmers Market footprint until they are completely broken down and tent(s) and equipment are taken down. Vendors must obey posted speeds and operate their vehicle in a cautious manner.
7. All products sold must meet the requirements of local and state agencies and, if sold by weight, with scales approved by the Department of Agriculture and the Bureau of Weights and Measures.



8. Additional products, or services, may not be offered for sale without prior approval of IJ
9. Generators must not produce noise levels in excess of 65 dB.
10. Vendors are prohibited from smoking in their booth space or in the Farmers Market footprint; no alcohol consumption by vendors is allowed in the Farmers Market footprint. No "shouting" or "hawking" of products or services is allowed.
11. Vendors will allow market personnel and other market workers handling barriers or trash containers to do their work without interference. The Venice Farmers Market will provide trash containers for use by the General Public. Vendors are responsible for providing their own trash containers, removing their trash, and disposing off site.
12. Vendor areas shall be neat, attractive, appealing and in good sanitary condition for customers. Vendors should have covered tables to display items they are selling; tablecloth covers shall be large enough to provide 'cover' for supplies to be stored under tables and out of sight. Vendors must clean up their booth space before departing. Tents and tables should be secured when there are windy conditions, along with the tent weight requirements. Failure to leave an area clean and neat from debris, stains, and trash will result in a fine and violation notice.
13. Vendors are encouraged to erect signs in their booth area, with the following stipulations: Information may include the business name, proprietor's name, number of years in the Farmers Market, and may list the market approved items for sale or services offered, along with visible pricing info. Signs must be securely attached to your tent. Signage beyond your booth space is not allowed without the express consent of the Farmers Market Manager.
14. Vendors will comply with the rent collection procedures; all rents are due on the first Saturday of each month.
15. Pedestrian crossways and sidewalks are to remain clear at all times; access by emergency vehicles will not be impeded. Vendors shall set up their booths within their designated boundary lines. Vendor's volume must only be heard in their Vendor booth area. Printed materials that Vendors distribute during the Farmers Market must be pre-approved by IJ. Barricades must be put back into place when a Vendor enters or exits the Farmers Market footprint; Vendors not complying will be issued a violation.
16. Any Vendor who leaves the Farmers Market before the end of their contract expiration will not be allowed to return for at least one [1] calendar year from the date of departure. Reentry requires approval by IJ.





**Exhibit: "E"**  
**ANTI-DISCRIMINATION & ANTI-HARASSMENT GUIDE**

IJ, INC. WILL NOT CONDONE, PERMIT OR TOLERATE ANY FORM OF DISCRIMINATION AND/OR HARASSMENT BY OR AGAINST ANY EMPLOYEE, CUSTOMER, VENDOR, INDEPENDENT CONTRACTOR OR ANY OTHER INDIVIDUAL WITH WHOM OUR EMPLOYEES OR VENDOR MEMBERS COME INTO CONTACT IN CONNECTION WITH THEIR EMPLOYMENT OR INVOLVEMENT WITH THE MARKET BASED UPON AGE, RACE, CREED, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, DISABILITY OR OTHER PROTECTED CLASS OR CHARACTERISTIC ESTABLISHED UNDER APPLIANCE FEDERAL, STATE, OR LOCAL STATUTE OR ORDINANCE.

SEXUAL HARASSMENT IS A FORM OF ILLEGAL SEX DISCRIMINATION. FEDERAL LAW DEFINES UNLAWFUL SEXUAL HARASSMENT AS: AN UNWELCOME SEXUAL ADVANCE, REQUESTS FOR SEXUAL FAVORS AND OTHER VERBAL OR PHYSICAL CONTACT OF A SEXUAL NATURE, WHETHER BY MALE OR FEMALE, WHEN [1] SUBMISSION TO SUCH CONDUCT IS MADE EXPLICITLY OR IMPLICITLY A TERM OR CONDITION OF ONE'S EMPLOYMENT, [2] SUBMISSION TO OR REJECTION OF SUCH CONDUCT BY AN INDIVIDUAL IS USED AS BASIS FOR EMPLOYMENT DECISION AFFECTING SUCH INDIVIDUAL, OR [3] SUCH CONDUCT HAS THE PURPOSE OR EFFECT OF UNREASONABLY INTERFERING WITH AN INDIVIDUAL'S WORK PERFORMANCE OR CREATING AND INTIMIDATING, HOSTILE OR OFFENSIVE WORK ENVIRONMENT.

INDIVIDUALS WHO BELIVE THAT THEY HAVE BEEN SUBJECT TO DISCRIMINATION OR HARASSMENT AS DESCRIBED OR HAVE QUESTIONS ABOUT WHETHER CERTAIN CONDUCT IS UNLAWFUL SHOULD IMMEDIATELY SPEAK WITH THE MARKET MANAGER THE MARKET MANAGER WHO RECEIVES A COMPLAINT OF DISCRIMINATION OR HARASSMENT OR WHO IS MADE AWARE OF CONDUCT THAT MAY CONSTITUTE DISCRIMINATION OR HARASSMENT MUST IMMEDIATELY NOTIFY LAKEWOOD RANCH.

ALL COMPLAINTS WILL BE INVESTIGATED PROMPTLY AND THE EXISTENCE OF A COMPLAINT WILL BE DISCLOSED ONLY THE EXTENT NECESSARY TO MAKE A PROMPT AND THOROUGH INVESTIGATION OR TO TAKE APPROPRIATE CORRECTIVE MEASURES. IN ALL CASES, THE PERSON WHO INITIATED THE COMPLAINT WILL BE INFORMED OF THE FINDINGS AND DISPOSITION OF THE MATTER AT THE CONCLUSION OF THE INVESTIGATION. THE BOARD OF DERECTORS WILL ENSURE THAT THERE IS NO COERSION, RETALIATION, INTIMIDATION, DISCRIMINATION OR HARSSMENT DIRECTED AGAINST ANY INDIVIDUAL WHO REGISTERS A COMPLAINT OR SERVES AS A WITNESS ON BEHALF OF ANOTHER INDIVIDUAL.

ANY PERSON WHO ENGAGES IN PROHIBITED DISCRIMINATION OR HARASSMENT WILL BE SUBJECT TO THE APPROPRIATE DISCIPLINE UP TO AND INCLUDING TERMINATION OF EMPLOYMENT OR AS A CONTRACTOR OF THE VENICE FARMERS MARKET.



**Exhibit: "F"**  
**Food and Safety Rules and other Information**

All Vendors that sell (or give away = samples) food must have a Florida state license to do so, with the exception of unprocessed produce. Unprocessed is defined as fruits, vegetables, or herbs in their raw, natural state, uncut, with the exception of the picking process.

For LABELING, regardless of which department you are inspected by, all packaged ideas must meet the FDA labeling laws found:

<http://www.fda.gov/Food/GuidanceComplianceRegulatoryInformation/GuidanceDocuments/FoodLabelingNutrition/FoodLabelingGuide/default.htm>

There are two Florida state departments a food Vendor may fall under. The inspectors from these organizations have every legal right to inspect, stop sales, confiscate, or destroy your product if they see fit during your time at the Farmers Market.

Florida Department of Business and Professional Regulation (DBPR) Division of Hotels and Restaurants:

<http://www.myfloridalicense.com/dbpr/hr/index.html>

The RULES for these Vendors are found in two places depending on what type of cooking you are doing at the Farmers Market:

If you have a Mobile Vehicle or Hot Dog Cart, your requirements are found here:

<http://www.myfloridalicense.com/dbpr/he/FAQ-RestaurantPlanReview-MFDVHotDogCartandcommissaries.html>

If you are working from YOUR restaurant or commissary that is already inspected by a DBPR inspector, the RULES you must follow are found here and for the Brochure rather than a question/answer format see the second link:

<http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html>

[http://www.myfloridalicense.com/dbpr/HR/forms/documents/5030\\_034.pdf](http://www.myfloridalicense.com/dbpr/HR/forms/documents/5030_034.pdf)

The other state department is:

Florida Department of Agriculture and Consumer Services (DACS) Division of Food Safety:

<http://www.doacs.state.fl.us/fs/index/html>

For the RULES for these Vendors see, regardless of commissary ownership:

[http://www.doacs.state.fl.us/fs/mobile\\_guide.pdf](http://www.doacs.state.fl.us/fs/mobile_guide.pdf)