

# **Stamford Downtown Farmers Market 2019 Information and Application for Vendors**

## **Application Instructions:**

- 1.** Fill out and sign application
- 2.** Sign and date Rules and Regulations
- 3.** Sign and date Terms and Conditions of Participation
- 4.** Attach copies of all required documents
  - a.** Proof of Liability Insurance (\$1,000,000 per occurrence minimum) listing Stamford Downtown Special Services District and the City of Stamford, its agents, representatives and employees as additional insured
  - b.** Sales Tax Certificate
  - c.** If applicable, proof of Workers' Compensation Insurance
- 5.** After completing the application, please make a copy for your records
- 6.** Payment: All checks should be made out to **Stamford Downtown Special Services District**
- 7.** Vendor must complete a temporary food permit included and schedule a meeting with the City of Stamford Health Department

Applicants must submit all requested information/documentation and payments to be considered for eligibility.

**Mail all forms and payments in accordance with application to:**

**Stamford Downtown Special Services District  
5 Landmark Square, Suite 110  
Stamford CT 06901**

**Questions?** [lynne@stamford-downtown.com](mailto:lynne@stamford-downtown.com)

## **Stamford Downtown Farmers Market Rules & Regulations**

### **Location & Hours of Operations**

The Stamford Downtown Farmers Market is located on Prospect Street in Stamford, CT. The 2019 season begins June 22 and runs every Saturday until October 26. Vendors may begin to set up as early as 7:30am, selling to the public begins at 9am and vendors must stay until the market closes at 3pm. Loading and unloading will occur only before and after market hours.

### **Booth Fees**

- **Full Time:** \$160 per 10x10 tent for entire season
  - Full time vendors must pay for the entire season, whether or not they attend the market every week.
- **Part Time:** \$35 per 10'x10' tent per week
  - Part time vendors must remit payment for all dates they would like to be considered for (as indicated on the application). Reservations will not be made prior to payment.
  - To reserve additional dates after the application has been submitted: vendors must call the market master and request additional dates. **Vendors cannot come to market without confirmed reservation.**

### **Booth Assignments**

- Full-Time vendors (a vendor that commits to attending the entire season of the market) receive priority location. Part-Time vendors (a vendor that commits to individual dates on a week-to-week basis) may be assigned a different booth location each date that such vendor attends the market.
- Vendors must keep all goods within the boundaries booth space. No goods or tables are allowed beyond the poles on the aisle side of vendor booth.
- Stamford Downtown Special Services District does not guarantee a specific booth location at the market.
- Vendor acknowledges and agrees that assignment of booth location at the Market on each date is in the sole and absolute discretion of Stamford Downtown Special Services District and its agents. Assignment to Vendor of a booth location at a The Farmers Market on a specific date does not guarantee or constitute an agreement by Stamford Downtown Special Services District to provide that same location to Vendor on future dates.
- Vendors may not share or sublet such vendor's booth(s).

### **Cancellations**

- The Stamford Downtown Farmers Market is held rain or shine.
- There are no refunds for cancelled or missed dates.
- Vendor acknowledges and agrees a) Vendor shall not be entitled to a refund for any fees paid for failure to participate in a Stamford Downtown Special Services District Special Services District Special Services District Market that such vendor has been accepted to; and b) Vendor shall provide 24 -hour cancellation notice.

## Equipment

- Vendor must provide all necessary equipment and displays (tent, tables, chairs, signs, weights, etc.)
- For your safety and for the safety of those around you, all tents and canopies should be securely anchored. Vendors are solely responsible for any damage or injury that should occur due to negligence in securing their tent(s).
- Each vendor is responsible for the cleanliness of their space during the market and cleanup after. All trash must be hauled out at the end of the day and cannot be put in the public or privately maintained trash receptacles nearby.
- Access to electricity is not available at every booth. If you need electricity, indicate this on the application. Extension cords will be required and may not be stretched across walkways.
- Vendors may not park anywhere on the market site during hours of operation without express permission by the site supervisor. Vendors may not unload/load their vehicle(s) from the drive-through aisle of the Market. At the end of the market, Vendors must pack up all goods completely before bringing a vehicle on the site for loading.

***PLEASE TAKE SPECIAL NOTE OF THE NEW PLASTIC BAG ORDINANCE FOR THE CITY OF STAMFORD. NO PLASTIC BAGS! Sec. 137-64 says "Disposable carryout bags made of plastic shall not be sold or distributed by a retail establishment in the City of Stamford." In Sec. 137-63, it defines "retail establishment" to include farmers markets specifically.***

## Product Guidelines

Vendors shall only sell products that are of good quality, which they have lawfully obtained, and CT Grown where applicable.

All vendors are required this year to accept Credit and Debit cards. EBT cards when applicable.

Vendor may only bring to market what has been disclosed on the vendor application and approved by Stamford Downtown Special Services District and the City of Stamford Health Department. Should vendor wish to add or change products/services brought to market after submitting application, vendor must make a written request and submit this to the market master and The City of Stamford Health Department for review and either approval or rejection of the desired change.

If Promoter determines, in its sole discretion, that Vendor is not selling appropriate products, or that Vendor or its employee's conduct is inappropriate at any point in time, the Promoter may request the Vendor vacate its space immediately. The Promoter will have the right to prohibit any such Vendor from leasing future space

## Vendor Eligibility

All decisions regarding the eligibility of a vendor for participation in the Stamford Downtown Farmers Market will be made solely at the discretion of Stamford Downtown Special Services

District and are not contestable by the vendor. All applicants will receive a written response stating such applicant's eligibility or ineligibility to participate. Eligible CT vendors are responsible for all payments for confirmed dates as well as for the conduct of all persons working in such vendor booth(s).

## **Vendor Conduct**

- Vendors must comply with all applicable Federal, State and local laws, rules and regulations, including but not limited to those related to health and licensing. Food Vendors are responsible for complying with applicable health and sanitation requirements and must be permitted by the City of Stamford Health Departments of the markets they attend.
- Vendors must provide a certificate of Liability Insurance (\$1,000,000 per occurrence minimum) listing Stamford Downtown Special Services District and the City of Stamford its agents, employees and representatives as additional insured prior to participation in the market. If applicable, they must also provide proof of Workers' Compensation insurance.
- Vendors are responsible for collecting and reporting all applicable Federal, state and local taxes and will provide their tax identification number upon request.
- Vendors will cooperate with and participate in promotions & programs organized by the Promoter (for example, Healthy Bucks vouchers, WIC, etc.)
- Vendor certifies that all persons assisting in the Vendor's booth have read and fully understands these rules and regulations and will abide by them. Vendors are solely responsible for the conduct of all persons working in such vendor's booth(s).

## **Confirmation of Reservation**

Stamford Downtown Special Services District reserves the right to limit the number of booths rented to a vendor or to limit the participation of a vendor at any market at its sole discretion and such decision shall not be contested by the vendor.

CT Eligible vendors will receive a confirmation notice that will include all dates vendor has booked. Specific information for the market, directions, parking information, any site-specific restrictions/rules will be provided prior to your first day at market. A receipt acknowledging payment will also be issued.

An acceptance as either a Full-Time or Part-Time Vendor does not guarantee participation in the market or for a particular date or a particular vendor space in the market. Stamford Downtown Special Services District in its sole discretion, has the right to accept or reject either a Full-Time or Part-Time vendor on any date for any reason, and to refund payment to vendor if payment has been made. That refund will be vendor's sole remedy.

**I have read, understand and will comply with these Rules and Regulations as well as with all policies and guidelines expressed in this application.**

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

**Date** \_\_\_\_\_

### **Stamford Downtown Farmers Market 2019 Vendor Application**

Owner  
Name(s) \_\_\_\_\_

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

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

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

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

Website: \_\_\_\_\_

Sales Tax Identification:  
\_\_\_\_\_ State Tax ID number (**Attach copy of Sales Tax Certificate**)

\_\_\_\_\_ Federal Tax ID number

If your product is exempt from sales tax please attach letter from State of CT confirming this business is exempt from sales tax

**Full Description of product/business/service:**

\_\_\_\_\_

---



---



---



---

**Request for Dates/Size of Booth:**

**Number of 10'x10' booths:** \_\_\_\_\_

- Full Time (All dates)**
- Part Time (Circle Dates Below)**

<b>June 22</b>	<b>June 29</b>			
<b>July 6</b>	<b>July 13</b>	<b>July 20</b>	<b>July 27</b>	
<b>Aug 3</b>	<b>Aug 10</b>	<b>Aug 17</b>	<b>Aug 24</b>	<b>Aug 31</b>
<b>Sept 7</b>	<b>Sept 14</b>	<b>Sept 21</b>	<b>Sept 28</b>	
<b>Oct 5</b>	<b>Oct 12</b>	<b>Oct 19</b>	<b>Oct 26</b>	

**Applicant Terms and Conditions of Participation**

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT** The undersigned, for himself or herself, and, if applicable, for the person or organization on behalf of whom this application is submitted “the Applicant,” hereby agrees to indemnify Stamford Downtown Special Services District, the City of Stamford, its officers, agents, employees and assigns, and to hold them harmless, from any liability occurrence arising out of the use of the premises pursuant to this application, and any liability for any contractual or quasi-contractual obligations to third parties in connection with any related activity, event, use or occurrence.

**GOVERNING LAW/ATTORNEY’S FEES** This application and any transactions between

the parties that may arise pursuant thereto shall be governed by and construed in accordance with the substantive laws of the State of CT, without giving effect to its principles of conflict of laws. The parties agree that the most appropriate venue for any dispute involving this application or its subject matter is any state or federal court in or for Fairfield County CT, and that any suit, action or proceeding with respect to this application or its subject matter shall be brought in such forum. Each party submits to the jurisdiction of such courts for the purpose of any such proceeding, and waives any objection that could otherwise be raised to either of those venues. In the event of the commencement of suit, action or proceeding, Stamford Downtown Special Services District shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in connection with those proceedings.

**FORCE MAJEURE** Stamford Downtown Special Services District shall not be liable for any failure to perform any obligation under any agreement, or for any delay in performance, due to events or circumstances beyond Stamford Downtown Special Services District's reasonable control including but not limited to weather, acts of God, acts or threats of terrorism, government acts, technical failures, fire, or other similar events or circumstances. Stamford Downtown Special Services District shall not be liable for any act by a city, village or other municipality which may result in Stamford Downtown Special Services District's failure to perform any obligation under any agreement, or for any delay in performance, including but not limited to that municipality canceling the market, placing additional restrictions on vendor participation at a market or failing to enforce laws or ordinances affecting a market.

**LIMITATION OF LIABILITY** Stamford Downtown Special Services District and the City of Stamford shall not be liable to applicant or any other person for special, indirect, incidental, consequential or exemplary losses, damages or expenses, directly or indirectly arising from the participation or non- participation of Applicant in any market, or from any other cause relating thereto. In no event shall Stamford Downtown Special Services District's liability hereunder, whether based on contract, warranty, tort (including but not limited to negligence and strict liability) or otherwise, exceed the amount paid by the applicant vendor for its booth.

**CERTIFICATION** Applicant certifies that all the information set forth in this Vendor Application is true and complete to the best of his belief. Applicant further agrees to perform all the obligations, which may be required under applicable laws, ordinances, rules and regulations and under all agreements, which may be annexed hereto. Applicant certifies that applicant has read the rules and Regulations for Vendors at Stamford Downtown Special Services District Farmers Market governing the Farmers Market and agrees to abide by them.

**Vendor Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_