



280 West Front Street
PO Box 114
Marietta, PA 17547

2013 Vendor Guidelines and Application

Please read the following guidelines carefully before applying.

1. Marietta and nearby town businesses receive precedence as we support local sustainability and reducing our carbon footprint (how far a product has to travel to get to market).
2. A vendor must be sustainably oriented, meaning the products must be made or grown within 50 miles, carry a natural theme, or be made from recycled materials. This can include produce, homemade jewelry, home baked goods, sewn items, herbs, etc. We do not accept applications for things such as cotton candy, fried dough, imported items, plastic items, etc. This is keeping in line with the traditional model of a farmers' market and a deliberate effort to support local farming.
3. Applicants carrying similar items to existing vendors are reviewed on a case-by-case basis. In order to offer an assorted variety of items to customers and to increase attendance, variety is a necessity. If you are selling lettuce, for instance, feel free to indicate on the application what type of lettuce. Please be as specific as possible.
4. The 2013 annual fee for vendors is **\$225.00 if paid by May 25th and \$275 if paid by June 9th**. If you cannot commit to the entire season, the weekly booth fee is **\$15.00**. Consistent weekly attendance and timeliness are of the utmost importance. If there is an emergency situation, please contact **Market Manager** prior to the start of market.
5. Vendors may set up between 8:00 a.m. and 8:45 a.m. All vendors must remain until 1:00 or the day will be counted as an absence. Aside from emergency situations, the only exception to this rule is if you completely run out of product. If this is the case, you must first contact the market master on duty. The market runs every Sunday from 9:00 a.m. – 2:00 p.m. from July 2 through October 27. Moving vehicles will be prohibited in the park during market hours. If tardiness is observed, Marietta Market reserves the right to revoke your seasonal status.
6. Marietta Market is rain or shine, even if weather is objectionable. If you decide not to come, a missed market day will be counted. In the case of extreme or severe weather, the Market Master will contact each vendor individually. If Market is closed for the day, a missed day will not be counted.
7. Vendors will be responsible for bringing their own display table/umbrella, etc. Vendors are also responsible for set up and clean up of their vendor booths. This includes removal of all trash and compost. The trash cans supplied are for customers only. If misuse of Market compost bins or trash cans is observed, it will be noted and a written warning will be issued.
8. Vendors must display prices prominently and must not price items below profitable levels. While the Market does not dictate pricing, it is the vendor's responsibility to avoid competitive undercutting. The Steering Committee will facilitate a discussion between Vendors if an issue is raised and will be reviewed on a case by case basis. The Steering Committee decision is final.
9. No aggressive sales tactics may be used.
10. In keeping with the philosophy of buying local, we require you to share the origins of your produce with your customers. For example, "Heirloom Italian Roma Tomato, grown in

Washington Boro”.

11. Vendors who reserve for the entire season will have assigned spaces. Space locations will be determined upon approval of vendor application. The remaining spaces will be assigned on a “first come, first served” basis.

12. Vendors must agree to no smoking within 50 feet of the Market.

13. All vendors must keep their dogs on leashes at all times.

14. All vendors will follow the instruction of the Market Manager. On market day the Market Manager’s decision on any dispute will be final. Unresolved disputes may be taken to the Steering Committee in writing who will act on the issue within two weeks. Any threats made to the Market Manager will be brought to the Steering Committee. This is ground for immediate termination from the market.

15. Failure to comply with the terms of this agreement may result in Marietta Market revoking your vendor status. Consistency reflects the strength of the market and offers stability for our customers. After the first late issue, you will receive a written warning from the market master on duty. Upon second issue, the market master on duty will present a final written warning. If there are three instances of discipline, the Market reserves the right to revoke your vendor agreement with no refund of dues. Emergency situations and/or illnesses will be reviewed on a case by case basis. (See attached Compliance and Indemnity Agreement.)



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Vendor Application Form
APPLICATION FOR THE SUMMER 2013 SEASON

Name and address of farm or business:

Name and address of owner(s):

Phone:

Cell:

E-mail:

Vendor Type:

Agricultural Craft Prepared Food Other

Marietta Market begins June 2nd and runs through October 27th. Please note below any days that you will not be able to attend.

Describe the products you will be selling at Marietta Market (attach additional pages if necessary):

Feel free to include pictures or samples.



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If you plan to carry items that require licensing under Pennsylvania law, you are required to provide Marietta Market with a proof of state registration certificate from the Dept. of Agriculture. Baked goods, jams, pickles, meat, and cheese are some examples of items that require a license. For more information on the requirement, please contact the Bureau of Food Safety & Lab Services at 717-346-3223.

Please include your payment with this agreement. Make check payable to Marietta Market. As a vendor at Marietta Market, I agree to sell only Pennsylvania produce and products as detailed on this application. I understand that any changes mid-season must be submitted in writing and pre-approved by the director.

Vendor Signature

Date



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Compliance and Indemnity Agreement

This Agreement shall be interpreted under the laws of the state of Pennsylvania.

I (we) the undersigned have read the Rules and Regulation of Marietta Market and do agree to abide by all rules and regulations.

I (we) further agree to operate my (our) stall in accordance with these rules and regulations and to pay all applicable fees as set out in the rules and regulations. I (we) do understand that the stall fee, length of season, and hours of operation are set in the rules and regulations, and I (we) will abide by them.

I (we) further understand that failure to comply with the rules and regulations of Marietta Market could mean dismissal from the market.

As a vendor, wishing to participate in Marietta Market, I (we) agree to SAVE, HOLD HARMLESS and

INDEMNIFY Marietta Market, its sponsoring agency, members, and employees from any and all liability or responsibility pertaining to any damages to person or property on the site assigned to me (us) by Marietta Market, when such damages or liability arise out of acts on my (our) own, or of my (our) employees or associates, located at such site.

I (we) verify that all information I (we) have provided about my farm and products for sale is true and accurate.

I (we) understand that Marietta Market operates on limited funds. I (we) also acknowledge that Marietta Market's beneficial purpose will be impossible to pursue if it is subjected to costly litigation. Wherefore, I (we) hereby agree that as a condition of my (our) participation in Marietta Market, I (we) will resort to litigation against Marietta Market, its officers, management, and affiliated entities, only after attempting in good faith to resolve the dispute. I (we) agree to limit any claim I (we) may have as a result of a decision by Marietta Market management or Board of Directors which results in the denial of a market acceptance, the denial of a product to sell, or wrongful suspension or termination from Marietta Market, to a return of market fees incurred during my (our) absence from the market. I (we) further agree that in the event I (we) am unsuccessful in my (our) litigation against Marietta Market, I (we) will pay all costs, expenses, fees, and disbursements incurred by Marietta Market in the course of its defense of said litigation, and I (we) will also pay Marietta Market reasonable attorney fees.

Vendor Name (please print)

Signature

Date