

**Marietta Market**  
280 W. Front Street  
PO Box 114  
Marietta, PA 17547



**VENDOR GUIDELINES** (Please read 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 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 daily vendor fee is \$15.00. Vendors that commit to the entire season can pay a discounted annual fee of \$225.00 (about 30% discount of \$105.00) if paid by May 1, 2014. and \$275.00 (about 17% discount of \$55.00) if paid by the close of market on the second Sunday in June. 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 2:00 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 the first Sunday in June through the last Sunday in October. 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 Manager 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.

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**VENDOR GUIDELINES (continued)**

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. 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 grounds 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 with no refund of dues. 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 manager on duty. Upon second issue, the market manager 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**

Name of Farm/Business: \_\_\_\_\_

Name and address of owner: \_\_\_\_\_

Business Phone: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

Vendor type:            Agricultural            Art/Craft            Prepared Food  
(circle one)            Other: \_\_\_\_\_

Dates unavailable for market: \_\_\_\_\_

Below, please describe the products you wish to sell. Give as much detail as possible, including source of products, production/farming method, etc.

\*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.**

\*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 Marietta Market Committee.

**Signature & Date:** \_\_\_\_\_

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**VENDOR APPLICATION** (cont.)

**Payment Options** (Please check one)

- I am committing to the entire 2014 Marietta Market season. I have enclosed a check for \$225.00 to take advantage of the early-bird discount (by May 1st).
- I cannot commit to the entire season at this time, but plan to attend the first (June 1st) and second (June 8th) Sunday(s) at a rate of \$15/day. If I choose to commit at that time, I will submit a payment of \$275.00 by market closing on June 8th.
- I wish to vend at Marietta Market for the 2014 season on a regular, yet limited basis (monthly, bi-monthly, etc.), in which case I will pay \$15.00 daily.

\* **Checks** should be made payable to **Marietta Market** and mailed to:  
**P.O. Box 114, Marietta, PA 17547.**

\* Please contact **Alicia Brommer** at **(717) 342-9700** or email:  
**vendor@mariettamarket.org.**

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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.

**Name (please print)** \_\_\_\_\_

**Signature & Date** \_\_\_\_\_