

## Vendor Application Specifics

**Location, Hours, and Season:** The Main Street Farmers Market will be held, rain or shine [1], each Thursday afternoon from **3:00 p.m. to 6:00 p.m.**, beginning on May 18 and continuing through October 26. This is our thirteenth year. The Market is located in downtown Washington in the 15,000 square foot Community Pavilion on South Main Street, just southwest of the intersection with Wheeling Street. It is just steps away from several of the City's major employers, including the Washington Observer-Reporter newspaper, Washington Financial Bank, the Washington County Courthouse, Chapman Industries, WJPA Radio, Washington and Jefferson College, and Washington's downtown retail area.

**Market Promotion:** Our Market has become well known and it is very well supported by our community. The Market will be promoted through a very popular weekly newsletter currently emailed to over 1800 recipients, through Facebook, weekly newspaper advertisements, through internet and print listings of regional farmers' markets, radio advertising, numerous street signs, and a lovely web site ([www.msfm.org](http://www.msfm.org)).

**Music and Community:** The Market has an excellent sound system and is happy to offer live music each week. The extremely high quality of these musicians has made the Market distinctive and an especially pleasant place to sell and shop. In addition, the Market encourages community groups to publicize their programs at the Market.

**Fees and Spaces:** This season, available stalls will consist of between 1 and 4 parking spaces (each approximately 20' deep and 8' 10" wide) at the rate of \$225 per space for the duration of the Market. Therefore, stalls in the following widths are available at the indicated price: 8' 10" wide (\$225), 17' 8" wide (\$450), 26' 6" wide (\$675), and 35' 4" wide (\$900). When choosing a size, please note that you must be able to park your vehicle and unload it within the confines of your stall. Please also note that water hookups are not available. Electrical hookups are available and the use of generators during market hours is not allowed. If you would like electricity, be sure to note this on your application. Upon request and approval by the market coordinators, two or more vendors may share a given stall by alternating weeks or by dividing the market season between them, or by operating in common out of the assigned space. The rental fee is due upon notice of acceptance. Stall locations will be assigned by the market coordinators each week. We will try to assign vendors to approximately the same positions in the lot from week to week, but circumstances may require changes in vendor locations at the discretion of the market coordinators.

**Participation:** Vendors shall participate in at least 18 of the 25 Market days and are required to give advance notice when they cannot attend the Market so that the coordinators can better accommodate such absences.

**Choice of Vendors:** Vendors will be selected to provide shoppers with an appealing variety of high quality, locally grown or produced agricultural products and foods. However, the choice of specific vendors will be made in the discretion of Main Street Farmers Market, Inc. We may, in our discretion, add new vendors during the course of the season. We may also invite "visiting vendors" to fill one or more stalls reserved for that purpose or to replace missing regular vendors. Visiting vendors will be chosen, in our discretion, to increase the variety or enhance the mix of products offered at the Market. Please note, no vendor is entitled to exclusivity, and at the discretion of the Market organizers, more than one vendor may be permitted to sell a given product. *Vendors are not permitted to substitute another vendor to cover their absence.*

**Termination:** The Market will terminate in the discretion of Main Street Farmers Market, Inc.

**Operating Organization:** The Market is operated by Main Street Farmers Market, Inc., a non-profit corporation, which can be reached at: Main Street Farmers Market, Inc., P.O. Box 1100, Washington, PA 15301 @ [info@msfm.org](mailto:info@msfm.org)

**Deadlines:** Applications must be returned to the above address no later than April 15, 2023. Applicants will be notified of the status of their application by April 30, 2023. **Fees will be due upon notice that an applicant has been accepted as a vendor. Checks should be made payable to "Main Street Farmers Market" and sent to the above address.**

The Market may, in its discretion, withdraw the acceptance of any applicant who has not paid his or her fees by April 15, 2023.

**Main Street Farmers' Market  
Washington, Pennsylvania  
Rules and Regulations**

**1. Qualifying Vendors and Products.**

- a. **Authorized vendors only.** Only those applicants who have properly applied for vendor status, have been accepted as vendors, and have paid their fees in accordance with the Market Operations Summary may sell at the Main Street Farmers' Market (hereafter "the Market").
- b. **Acceptable agricultural products.** Vendors may sell raw fruits, vegetables, meats, eggs, dairy products, live plants, cut flowers, honey, beeswax, and similar agricultural products which meet the following criteria.
  - i. **Of high quality.** All agricultural products displayed by vendors shall be of the highest quality and freshness. Vendors must withdraw from display any product that, in the discretion of the Market coordinators, fails to meet this high standard. Upon request, the Market coordinators may, in their discretion, permit the sale of certain wholesome but second-quality agricultural produce, such as cider-quality apples, so long as those products are not prominently displayed.
  - ii. **Self-grown or produced.** All products offered for sale at the Market shall be grown or produced by the vendor offering it for sale. Upon request, a limited exemption may be granted, in the discretion of the Market coordinators, permitting the sale of products grown or produced by others so long as the product otherwise qualifies as local and the actual grower or producer is clearly identified by the Vendor at his or her stand.
  - iii. **Local.** All agricultural products offered for sale at the Market shall be grown or produced within a 100 mile radius of Washington, Pennsylvania. Upon request, a limited exemption may be granted to each vendor, in the discretion of the Market coordinators, permitting the sale of one non-local product per market day when all the following conditions are met.
    1. The non-local product does not compete with a similar local product being offered for sale at the Market. For example, anyone selling non-local peaches must cease selling them upon verbal notice that local peaches are now being offered for sale at the Market (although a vendor receiving such notice may continue selling the non-local produce for the rest of the market day on which he or she receives such notice).
    2. The non-local product is clearly labeled as "NON-LOCAL" and its origin identified.
  - iv. **Acceptable "value added" products.** Vendors may also sell baked goods, jams, cheeses, smoked meats, grilled foods, soaps, and other prepared or "value added" products with the approval of Main Street Farmers Market, Inc. Approval of such products shall be in the discretion of the corporation but will include consideration of the extent to which the value added product improves the Market's product mix, the quality and desirability of the product, and the extent to which the product or the producer have local ties. All such products must be wholesome and of high quality and must be prepared and served in compliance with all applicable health code regulations. Vendors must withdraw from sale any product that, in the discretion of the Market coordinators, fails to meet these high standards.
    1. **Regulatory Compliance.** Vendors must comply with all local, state, and federal regulations that apply to their business. Those regulations include, without limitation, the following. Health code provisions and licensing. For those vendors offering prepared, but not prepackaged foods, please pay special attention to the utensil and hand washing facility requirements of the Pennsylvania Health Code.
    2. Pesticide licensing and regulations concerning their safe use.
    3. Scales approved by the area weights and measures officer.
    4. Organic certification for products claimed to be organic.
    5. Health, ingredient, and other labeling regulations.
    6. Liquor Control Board special event licensing (for those selling wine, beer or spirits). Please note: if you are applying for such a permit, please ask us for a map of the Market lot and submit it with your application to the LCB. The LCB wants to know the market dimensions.
  - v. **Market Oversight.** The Main Street Farmers Market is a small market that owes much of its success to its mix of products and complimentary vendors. Main Street Farmers Market, Inc., hereafter "the corporation," will try to resolve issues of who may sell which particular products during the period of time vendors are being accepted for the coming year and may require particular vendors to forego the sale of particular products as a condition of their participation in the upcoming Market. Note, however, that the corporation makes no representation or warranty that any single vendor has the exclusive right to sell a given product or products. Nevertheless, if during the Market season, the corporation, in its judgment, determines that the sale of a particular product by a particular vendor is detrimental to the mix of products offered at the Market,

or presents an unreasonable risk to consumers, the corporation may require that vendor to alter or suspend sales of that particular product. If a vendor affected by such a change feels they cannot continue at the Market without the proscribed product, that vendor may withdraw from the Market and receive a refund of his or her vendor fee, prorated for the amount of the Market season that the vendor actually participated in the Market. In order to maintain high quality at the Market, the Main Street Farmers Market organizers reserve the right to conduct site visits at vendors' farms and businesses, upon reasonable notice.

c. **Operation of Vendor Stands.**

- i. Vendors must ensure that their stands are safe for the shopping public.
  - ii. Vendors must provide their own tables and must anchor them sufficiently with weights that they will remain safe and secure in windy conditions.
  - iii. Vendors may enter the lot for set up at 1:00 and shall be fully set up by 3:00. However, vendors shall make no sales before the official opening bell.
  - iv. **Vendors who will not be attending a given market day shall notify the Market by telephone or e-mail no later than noon of that day. Such notice should be given to Ed Stout, market manager, at 724-263-8946 or [info@msfm.org](mailto:info@msfm.org).**
  - v. Vendors will be assigned to specific locations each week on a first-come, first-served basis by the market coordinators based upon the needs of the market that week. Vendors who arrive before 1:00 may be required to change their locations at the direction of the market coordinators.
  - vi. Each vendor must post a sign or placard in their stall that identifies them and the location of their farm or place of business.
  - vii. Vendors must display prices for all products being offered for sale.
  - viii. Vendors may not run generators during market hours.
  - ix. Vendors must sweep or otherwise clean the ground in and around their stalls and leave the Market lot in a clean condition. Any refuse from a vendor's market activities shall be removed by the vendor or deposited in the trash cans provided by the Market. Vendors must be out of the lot by 7:00 p.m.
  - x. Vendors may park one vehicle within their designated stand, parallel to the curb. With the approval of the corporation and/or market coordinators, vendors with small vehicles may be permitted to park nose-in. That vehicle must fit within the stall the vendor has been allocated and must be able to be unloaded without encroaching on adjacent stalls. The driver of any such vehicle must comply with parking and driving instructions offered by the Market coordinators.
- d. **Liability.** Vendors are required to carry commercial general liability, automobile, and workers compensation insurance and must produce evidence of these policies on request. If requested by Main Street Farmers Market, Inc., vendors must also name Main Street Farmers Market, Inc. as an additional insured on the general liability and automobile policies and produce certificates of insurance demonstrating compliance with these requirements. Vendors waive all rights or claims against the City of Washington and Main Street Farmers Market, Inc. together with their agents, officers, directors, volunteers, and employees, and shall indemnify such parties for any loss or claims arising from the vendor's participation in the Market.
- e. **Amendment and Incorporation.** These rules and regulations may be amended from time to time by the corporation and are incorporated into the Application and Agreement.
- f. **Violations and Sanctions.** Vendors who fail to comply with the terms of these rules and regulations may be suspended or disqualified from continued selling at the Market.
- g. **Acceptance of Terms.** By applying to become vendors and by otherwise participating in the Market, vendors agree to be bound by these rules and regulations.

[1] Of course, severe storms with lightening or high winds may lead to cancellation. We want everyone to be safe. But we still manage to do a surprisingly good business on rainy days, and now that we have the shelter of our Community Pavilion, we do not expect many issues.

## VENDOR APPLICATION AND AGREEMENT

Are you applying for a: \_\_\_\_\_ full-time position OR a \_\_\_\_\_ visiting vendor position?

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Website/URL: \_\_\_\_\_

Make/Model of Vehicle: \_\_\_\_\_ Overall length of vehicle, with unloading doors open:

Number of spaces requested, minimum of 1 and maximum of 4: \_\_\_\_\_

Other markets at which you expect to sell: \_\_\_\_\_

Names of people who will be selling for you: \_\_\_\_\_

### MAIN STREET FARMERS' MARKET PRODUCT LIST

The months you expect to be selling at the Market: \_\_\_\_\_

Are you interested in donating any extra product to the Food Bank or the City Mission at the end of the market? Yes or No

Please describe the general items you expect to sell (for example, apples), Please also place an asterisk next to those items on which you expect to rely most heavily. \_\_\_\_\_

**NOTE: COMPLETE THIS LIST EVEN IF YOU HAVE PROVIDED A PRODUCT LIST IN PAST YEARS. MSFM WILL BE IN TOUCH WITH YOU TO SCHEDULE A SITE VISIT**

**Agreement to terms of the Market Operation Summary and the Market Rules and Regulations:** I have read the Market Operations Summary and the Market Rules and Regulations (which are incorporated here by reference) and understand that submitting this application I hereby accept the terms set forth there. By submitting this application, I further certify that the products I intend to offer for sale qualify as “**acceptable products,**” “**of high quality,**” “**self-grown or produced,**” and “**local**” under the terms set forth in the Market Rules and Regulations. I further agree that if I wish to sell any products under the limited exceptions permitted under those definitions, I will seek advance approval for such sales.

I have attached a product list that generally describes the products I will sell at the Market and a general description of the time period I will offer such products for sale. **Participants must have an approved application and product list describing what is being sold at the Main Street Farmers Market on file with Main Street Farmers Market, Inc. prior to participating in the Main Street Farmers Market.**

I understand that this is an application only, and that Main Street Farmers Market, Inc. has sole discretion in deciding who are selected as vendors.

*For vendors of prepared foods only:* I understand that I must contact the Pennsylvania Department of Agriculture and obtain the appropriate license and approval of planned sanitation measures.

If my application is accepted, I would like the number of spaces requested above at the rate of \$225 per space. I understand that the assignment of stall locations lies in the discretion of the Market coordinators and the location of my stall within the Market may vary from time to time.

**Deadline for Application: April 15, 2023.**

Checks (which will be due upon acceptance) should be made payable to the “Main Street Farmers Market”.