Upper Eastside Farmers’ Market at Legion Park

(updated 6/7/16)

**Market Expectations and Mission:**

We expect this market to be a celebration of local food, real food without chemicals,

made available to ALL people, regardless of economic and social barriers. A not-for-profit corporation, market manager Urban Oasis Project will provide a $20 matching grant for all users of EBT (food stamps) per market day, in the form of tokens to be spent on fresh fruits and vegetables. We expect to attract both high income and low income customers, and expect this market to serve both. Farmers’ markets are a great equalizer, and rich and poor shop side-by-side, as our common denominator, food, brings us together. We expect to educate and inform the public regarding food issues. Preference will be given to vendors who exhibit values of the market’s mission. All vendors are subject to approval, and Urban Oasis Project reserves the right to reject any vendor for any reason it deems appropriate.

The Upper Eastside Farmers’ Market is a year-round market that will take place every Saturday from 9:00am to 2:00 pm, at Legion Park, on the corner of Biscayne Blvd. and NE 66th St, Miami, FL 33138.

**General Market Parameters**

♦ The Market will generally be open to the public from 9:00 a.m. to 2:00 p.m. each Saturday. Urban Oasis Project, Inc. maintains the right to close the Market any Saturday for any reason.

♦ Product categories permitted to be sold at the Market are limited to plants and other garden related items, baked goods, produce, dry goods, seasonal items, food concessions. The Market encourages participation by local farmers, growers, artists, etc. **The sale of flea market resale type items is not permitted**. All items for sale must be approved by the Market Manager prior to Vendor’s use of a space at the Farmers Market. When adding any additional items to a booth for sale the Market Manager must approve such items in advance. Vendor is given a non-exclusive right to sell such items and in no way does the Market Manager’s approval constitute granting of an exclusive right to sell such items. Market Manager Urban Oasis Project, Inc. may increase or decrease the size of the Market in its sole discretion for reasons including but not limited to staffing, traffic issues, set-up/loading issues, permitting and clean-up costs.

♦ Market Space Percentage Assignments are as follows by product category:

Plants 20%

Local produce, fresh local seafood, Florida meats and eggs 30%

Baked goods/prepared foods 30%

Other 20%

These percentages are intended to serve as guidance to the Market Manager to achieve a balanced merchandise mix of approved product categories, however, the Market Manager has the discretion to exceed or be below any product category percentage.

♦ The size of rental space available is 10’ X 10’, unless otherwise agreed to. The Market Manager determines where each Vendor is placed within the Market and may limit the number of spaces to be used by any one Vendor. No Vendor space is permanent and may be moved at any time by Market Manager. Tents maybe rented from UOP for $10/wk, tables at $5 wk, subject to availability.

**Vendor fee is $25.00 per week per booth, due on the first Saturday of the month for the entire month.** **If you do not cancel before the market and you were scheduled, you will be liable for the full vendor fee for that day, and it will be due before you can setup again at the market. If you are not there by 8:30, your scheduled spot may be filled by another vendor.**

New vendors can start by paying for the remainder of the month when they begin. This fee supports the advertising and signage of the market, as well as permits, entertainment and incidental costs.

**Set-Up and Break-Down/Market Operations**

♦ Vendors will have from 7:15 a.m. until 8:30 a.m. each Saturday to load in their booth set up. No Vendor may enter the Farmers Market area to set up prior to 7:15 a.m. unless Market Manager has approved such early entry to the Market.

♦ All booths must be completely set up to sell at 9:00 a.m. and stay open with complete set up until 2:00 p.m. Promptly at 2:00 p.m., vendors must tear down tables and tents and pack all supplies before being able to get their vehicle

♦ When loading in Vendors should drive no faster than walking speed, about 4 miles per hour, and should exercise extreme courtesy and caution to others. If disagreements ensue on regular basis, Market Manager reserves right to determine restrictive times when a Vendor may load in.

♦ Vendors must bring trash bags to bag their garbage, securing bags properly at the end of the day, and are encouraged to recycle and compost anything appropriate.

♦ Vendors are responsible for all set up materials including, but not limited to, tables, tents, umbrellas, chairs, signage and tablecloths. The Upper Eastside Farmers Market recommends but does not require a tent. Any tents used must comply with City Code provisions regarding tent usage.

♦ Signage must be properly displayed with Vendor’s business name by either an easel, a frame, or hung securely on tent structure, and must be aesthetically pleasing. Market Manager has the right to ask Vendor to change signage at any time to meet these requirements. Signage may not be placed impeding sidewalks or other vendors booths.

♦ Vendors shall maintain their booths in a neat, organized manner, free from clutter.

♦**Weights to hold tents down are required because of frequent strong** **winds.** Market Manager may ask a Vendor to remove a tent which continually shows wind vulnerability.

♦ The Market Manager is responsible for the recruitment of Vendors, distributes and explains Market policies and procedures, approves merchandise to be sold, assigns spaces and executes Vendor agreements. The Market Manager is responsible for the day-to-day operations of the Market and shall be Vendor’s point of contact for questions and issues that arise during the Market. The Market Manager may move booths, approve the items for sale, and reduce or waive rental fees to account for weather issues, in-kind services and other promotions. The Market Manager reserves the right to determine whether proposed merchandise meets Market

objectives and criteria for participation.

**Licenses and Health Codes**

♦ The Market Manager is a not-for-profit corporation recognized by the State of Florida, and is either exempt from, or maintains necessary county occupational license for Market. The Market Manager is responsible for securing the event permit from the City of Miami. Vendors shall maintain all other appropriate City and State licenses for their type of goods or food products and have licenses in their booth at all times.

♦ Vendors that serve any food products/food samples that are not prepackaged must comply with state laws and regulations related to food service.

♦ Sales tax, when required by the State, is the responsibility of the Vendor.

**Photographs/Video/Logos**

♦ By Vendor’s operation at the Market, Vendor consents to the Upper Eastside Farmers Market’s right to photograph or video any Vendor or Vendor booth for the use of advertising or promotion of the Market. All images will become the property of Urban Oasis Project, Inc.

♦ Upper Eastside Farmers Market and Urban Oasis Project logos and images may not be used for any purpose without the written consent of Market Manager.

**Enforcement of Rules**

♦ Violation of any general public safety rules or Market policy listed in this Agreement by Vendor or Vendor’s staff or exhibition of improper behavior may result in termination of space rental.

Vendors shall generally be given a written warning from the Market Manager of any such violation and two written warnings will constitute immediate termination.

♦ Vendors shall conduct themselves in a courteous and professional manner with other Vendors, Market personnel and Market patrons. Failure to do so is cause for immediate removal from the Market.

**We strive to make this an environmentally-friendly market.**

• Please make every effort to use local, sustainably produced materials and use recyclable or biodegradable single-use items such as cups or plates. Please minimize use of plastic, recycling it after market. **No Styrofoam containers are permitted.**

• Please use the compost, trash and recycle bins correctly. Please remove your own trash and dispose of properly after market.

By signing below, the Vendor acknowledges that this application does not automatically reserve a Market space, but may place them on a waiting list based on space availability within a product category. Additionally, the Vendor’s signature below indicates that Vendor has read and understands the Upper Eastside Farmers Market Policies and Procedures, and that any violation of such may result in loss of Upper Eastside Farmers Market rental privileges. Vendor acknowledges that such Policies and Procedures may be amended from time to time and agrees to abide by the terms of any such amendments if Vendor continues to vend at the Market following adoption of such amended Policies and Procedures and acknowledges that violation of such amended Policies and Procedures may result in loss of Upper Eastside Farmers Market rental privileges. Vendor’s signature also indicates agreement with the terms of the Hold Harmless, Indemnification and Copyright Agreement below.

**Hold Harmless/Indemnification/Copyright Agreement**

Vendor shall indemnify and hold harmless property owner the city of Miami, and Market Manager Urban Oasis Project, Inc., and their officers, servants, agents, or employees from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney’s fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this Contract or Vendor’s use of the space(s), sale of goods or conduct of business by Vendor, its agents, servants, employees, customers, patrons or invitees or any act or omission of Vendor, its agents, servants, employees, customers, patrons or invitees.

Vendor is responsible for all monies from the sale of Vendor’s goods. The City of Miami, and Market Producer Urban Oasis Project, Inc. are in no way responsible for lost or stolen monies or items.

Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devised, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Market; and Vendor agrees to indemnify and hold harmless the City of Miami and Market Manager Urban Oasis Project, Inc from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Vendor in connection with this Agreement and will defend the city of Miami, and Market Manager Urban Oasis Project, Inc from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Miami-Dade County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this Agreement shall be in Miami-Dade County, Florida. This Agreement may not be modified or amended except by a writing signed by the parties. By signing below, I agree to abide by rules and regulations of market, and to confirm my market attendance.

Please email the information below to **art@urbanoasisproject.org**

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

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City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_\_\_ Zip code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Do you use text messaging? \_\_\_\_\_\_\_\_\_

Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Starting Date request\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proposed items for sale (attach 1-3 photos of items/display if possible):

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Short description of what you sell and your philosophy, or other info you may want

communicated to the public via press or social media:

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