



Vizcaya Village Night Market Guidelines

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 \$40.00 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 attract high 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 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 by Urban Oasis Project and VMGTI, and Urban Oasis Project and VMGTI reserve the right to reject any vendor for any reason it deems appropriate.

The Vizcaya Village Night Market is a year-round Market that takes place generally on the second Thursday of each month, excluding holiday closures and changes as determined by Urban Oasis Project and VMGTI. The Market is open to the public from 5 p.m. to 9:00 p.m., in the Vizcaya Village, 3250 S. Miami Ave, Miami FL 33129. Urban Oasis Project, Inc. maintains the right to close the Market.

1. 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.

2. Approximate Market Space Percentage Assignments are as follows by product category:

- Plants 20%
- Local produce, fresh local seafood, Florida meats and eggs: 10%
- Baked goods/prepared foods: 30%
- Clothes/Art/Jewelry: 40%

3. 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.

4. Vendor fee is \$50.00 daily per booth. Vendor fee must be prepaid by Wednesday before Market and cannot be refunded except under extreme circumstances. A one-time application fee of \$20.00 is due with this application, paid by check or credit card at an Urban Oasis Project booth, or online by website through PayPal.

5. Vendors must also provide a 10% discount on all products to Vizcaya Members who show proof of membership. This is an important Marketing tool to increase attendance and provide a benefit to our hosts, Vizcaya Museum and Gardens.

6. Set-Up and Break-Down/Market Operations

- Vendors will have from 3:00 p.m. until 4:45 p.m. to load in their booth set up. No Vendor may enter the Farmers Market area to set up prior to 3:00 p.m. unless Market Manager and Vizcaya Security have approved such early entry to the Market.
- Vendors that are not present by 4:30 p.m. may have their scheduled spot filled by another vendor. Vendors must have all materials loaded into the Market area before 4:45 p.m.
- All booths must be completely set up to sell at 5:00 p.m. and stay open with complete set up until 9:00 p.m. Promptly at 9:00 p.m., vendors must tear down tables and tents and pack all supplies before being able to get their vehicle. Vendors are expected to be fully broken down no later than 10:00 p.m.
- No vehicles may drive into Market boundaries after 4:30 p.m. and before 9:15 p.m. Drive carefully in the parking lot to unload.
- Vendors must bring trash bags to bag their garbage, removing bags and all garbage at the end of the day, and are encouraged to recycle and compost anything appropriate. Vendors may use the pink Vizcaya provided compost bin.
- Vendors are responsible for all set up materials including, but not limited to, tables, tents, umbrellas, chairs, signage and tablecloths. Any tents used must comply with City Code provisions regarding tent usage.
- If a vendor requires a tent, table, or chairs, they must contact the Market Manager in advance of the Market they wish to occupy. These items will be provided by the Market Manager for a fee.
- 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 shows wind vulnerability. Stakes may not be used.

7. Vendor Recruitment, Operation, and Management

- The Market Manager is responsible for the recruitment of vendors, distributing and explaining Market policies and procedures, approving merchandise to be sold, assigning spaces, and executing 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.

8. Vizcaya Museum and Gardens is a non-smoking facility.

9. 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.
- Vendor is responsible for determining what licenses and permits are needed for their legal operation.
- Vendors that serve any food products/food samples that are not prepackaged must comply with state laws and regulations related to food service.
- Collection of sales tax, when required by the State, is the responsibility of the Vendor.

10. Photographs/Video/Logos

- By Vendor's operation at the Market, Vendor consents to the Vizcaya Village 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. and/or Vizcaya Museum and Gardens Trust, Inc.
- Vizcaya Village Farmers Market, Vizcaya Museum and Gardens, and Urban Oasis Project logos and images may not be used for any purpose without the written consent of, depending on ownership of said images, Market Manager or Vizcaya Museum and Gardens Trust, Inc.

11. 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 immediate termination of space rental.
- 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.

12. 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. **No** plastic straws. **No** plastic disposables for sampling.

There are many eco-friendly options available and we can help locate them.

- Please use compost, trash and recycle bins correctly. Vendors **MUST** remove all of their own trash and dispose of it properly after Market. No trash or recycling may be left in Vizcaya Village public bins.

13. Insurance requirements:

- Vendors must submit, two weeks before Market attendance, proof of Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- **Vizcaya Museum and Gardens Trust Inc. and Miami-Dade County and Urban Oasis Project Inc. must EACH be shown as additional insured with respect to this coverage, along with a waiver of subrogation applying for each.**
- All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications: a) the company must be rated no less than A- as to management, and no less than "Class VII as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of Vizcaya Museum and Gardens Trust, Inc. ; or b) the company must hold a valid Florida Certificate of Authority as shown in the latest "List of all Insurance Companies Authorized or Approved to do business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund. No modification or change in insurance shall be made without thirty days written advance notice to the certificate holder. Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of Vizcaya Museum and Gardens Trust, Inc. The Vendor shall notify Urban Oasis Project of any intended changes in insurance coverage, including any renewals of existing policies. UOP will then transmit any requests or change to Vizcaya for approval or denial.

- Addresses listed in the insurance documents must match those below to be considered valid.

Urban Oasis Project, Inc
6870 SW 45th Ln., #7
Miami FL 33155

Vizcaya Museum & Gardens Trust, Inc.
3251 S Miami Ave ,
Miami FL 33129

Miami Dade County
111 NW 1st Street.
Miami, FL 33128

14. VENDOR RULES

- Do not set up booth before moving your vehicle away from the lot. Your vehicle should be near the lot for unloading no more than ten minutes. Do not move your vehicle near the loading lot until your booth is torn down. All vendors must be unloaded by 4:30 p.m.
- No Styrofoam, no plastic tasting utensils- use biodegradable items for tastings and serving.

If you are generating trash, bring a garbage can to collect it and take it home with you. No Plastic straws.

- No new plastic bags, use recycled or biodegradable bags available from UOP.
- No commercially produced, resold goods.
- If a Hurricane watch or warning is posted within 24 hours of market times, market will be automatically canceled.
- The Market is rain or shine and weekly attendance is expected unless 48-hour prior notice is given to Urban Oasis Project.
- Late arriving vendors will be fined \$20.
- Vizcaya Museum and Gardens is a non-smoking facility.
- All vendors may accept wooden tokens as cash, reimbursed by UOP at days end.
- Green Tokens are only good for FL Fruits & Veggies.
- Orange Tokens are only good for SNAP eligible items- No Hot food or non-food items. NO CBD
- Vendor fee is \$50.00 per week per booth.
- Refer new vendors to the online application at urbanoasisproject.org.
- Take photos, tag on social media, support other vendors and build the entire market!
- Bathrooms will be provided from 3:30 p.m. – 9:30 p.m.

Signature Page Required: Indemnity Form

By signing below, I consent to all rules stated above in the Vizcaya Village NightMarket Vendor Guidelines packet. I additionally consent to these Liability and Indemnification Guidelines. It is expressly understood and intended that the Vendor is not an officer, employee or agent of Vizcaya Museum and Gardens Trust (VMGTI) or its board, or of Urban Oasis Project (UOP) or its board. Further, for purposes of this agreement, the project or activity, the parties hereto agree that the Vendor, it's officers, agents and employees are independent contractors. The Vendor shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venture, collaborator or partner of VMGTI, or its board. The Vendor agrees to be responsible for all work performed and all expenses incurred in connection with the project.

The Vendor shall Indemnify and Hold Harmless VMGTI and UOP and its board, directors, agents, employees and instrumentalities from any and all liability, losses or damages, including attorney's fees and cost of defense, which VGMTI and its board, directors, agents and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of or resulting from the performance of this agreement by the Vendor or it's employees, agents, servants, partners, principals or subcontractors. The Vendor shall pay all such claims and losses in connection therewith and shall investigate and defend all such claims, suits, or actions in the name of VGMTI and UOP and its board, directors, agents, employees and instrumentalities where applicable including appellate proceedings, and shall pay costs, judgements and attorneys fees which may issue thereon. The Vendor expressly understands and agrees that any insurance protection required by this agreement and otherwise provided by the Vendor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend VGMTI and UOP or its directors, agents, employees as herein provided. This agreement shall in no way bind VGMTI and UOP and its board, directors, agents, employees to any further relationship with the Vendor beyond this project. “

My application and signature below binds me to these agreements to Indemnify and Hold Harmless Vizcaya Museum and Gardens Trust Inc.

Vendor Business Name _____

Authorized Representative Name (Print) _____

Authorized Representative Name (Signature) _____

Date _____