



## **Vendor Terms and Conditions / Application**

*Last update: 10/23/2023 to*

**Mission** – The mission of Market at the Marina is to answer the needs of our community by providing pantry items that are not easily accessible in all parts of our area. Our goal is to always offer healthier items such as produce, fresh meats and seafood, and food items that are less processed than what is normally available on a standard grocery shelf. Additionally, Market at the Marina is a way to highlight local businesses that offer traditional farmers market items and boost our local economy.

The purpose of these rules is to govern the operation, administration and management of the farmers market. In issuing rules, it is not our intent to burden participants, but to ensure the smooth operation of the market. The manager will implement and enforce all rules and regulations pertaining to the operation of the market in a fair and equitable manner. Participation in the Market at the Marina Farmers Market is open to vendors who embody the spirit of the Market mission statement and are growers/farmers, producers/processor, and craftsmen within a 50-mile radius of Houma, Louisiana. Exceptions may be granted at the discretion of the Market Manager.

A vendor is defined as the producer of goods being sold. In order to qualify, your approved items must be locally made or locally sourced by the producer. National products or brands will not be approved for Market at the Marina.

### **Vendor Categories and Eligibility**

- **Produce:** fruits, vegetables, berries, nuts, eggs, herbs, shelled peas, beans, grains
- **Hot Food:** anything cooked on site
- **Food:** Honey, jam, jelly, oils, vinegars, bread, baked goods, pies, pastas, fresh juice, cider, pastries, spices
- **Meat & Seafood:** (must be raw or frozen, not cooked or prepared) shellfish, wild game, fish, cured meats, sausages, poultry
- **Artisan:** homemade soaps, candles, lotions, body oils, balms, and other self prepared items not suitable for consumption, plants
- **Craft:** any handmade item that does not fit in the above categories: woodwork, crocheted and sewn crafts, paper crafts, apparel, art, wreaths (Note: crafts are not allowed at every market. They will only be approved for certain events.)

Grower/Farmer selling Raw Agricultural Products that include fruits, vegetables, flowers, bedding plants, and potted plants. A vendor may resell products from another source within the 100-mile radius if they are clearly marked with the source and comprise less than 50% of the dollar value of the vendor's products. Resale is only allowed if that same product is not also being sold by another market vendor who produces it.

Producer/Processor selling products made from raw agricultural products grown/raised/produced by the vendor that have been processed. Examples are canned vegetables, jellies and jams, salsa, oils, vinegar's, baked goods, cider, molasses, honey, ice cream, burritos, sandwiches, etc. Vendors of processed products must abide by applicable federal, state, and local health and label regulations. If certification of processing facility is required, vendor shall provide a copy to the market manager at time of registration.

Craftsman of non-agricultural products selling at the market include farm, garden, or food related crafts such as arts and crafts, handmade soap, hand crafted furniture, other garden related products, pottery and similar items. The member selling them must have created the products or be an immediate family member of the craftsman.





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### **Vendor Expectations**

- Always uphold the mission and goals of Market at the Marina.
- In order to sell it, you must grow it or otherwise produce it.
- A 24-hour notice will be expected if you are unable to attend after confirming your booth.
- Treat fellow vendors with respect; we all have one common goal and can work together to all be successful
- Only items approved by the market manager can be sold. Before adding new items to your offerings, please make sure to get them approved first.
- Vendors are expected to be set up and ready to go no later than 7:45am. Space must be cleaned up by 12:30
- Vendors are expected to bring enough product to sustain the entire allotted time (8am – noon)
- Vendors are responsible for compliance with all permits, inspections, licenses, regulations governing their products, production and business practices.
- Vendors are responsible for carrying any necessary liability insurance for their products.
- Vendors who offer samples must comply with rules for safe handling.

Each vendor participating in the market shall be responsible for any loss, personal injury, deaths and/or damage that may occur as a result of the vendor's negligence or that of its servants, agents and employees and thereby agrees to hold harmless the market, it's successors and assigns from and against all losses, damages, claims, suits or actions, judgments and costs and attorney fees which may arise or grow out of any injury or death or persons or damage to property in any manner connected with the vendor's products, operations or vending at the market.

**Vendor Fee** – There will be a \$20 vendor fee for each month. This money will stay in the Market at the Marina account to be able to expand on the event. Vendor fees can be collected the day of the event by cash or check. Alternatively, the vendor can call the market manager the day before to pay by phone. Discounts are as follows if prepaid:

- \$100 for six months (1 month free)
- \$200 for one year (2 months free)

**Space Assignment** – The Market Manager shall assign spaces at least two days before the market. Each space is a 10x10 area. Vendors will be responsible for their own setup; we cannot provide tents or tables to you. There is limited power availability at the marina; vendors that are in need of power will be placed near a receptacle on a first requested basis. We cannot ensure that everyone will be able to hook up to the outlets, so we recommend bringing a generator as a backup.

**Event Cancellation** – Market at the Marina will always be on the first Saturday or every month, rain or shine. However, we will have to cancel in the event of extreme weather. We will give as much notice as possible. Additionally, we reserve the right to reschedule in the event of a major holiday.

**Market Manager Duties** - The Market Manager's job is to coordinate all the activities of the monthly functioning of the market and to implement market policies. This includes oversight of the market set-up and clean-up, daily assignments and information, assuring vendor compliance with cleanup, display all Farmers Market policies and answering questions. The Market Manager also acts as a conduit of information from the vendors and customers to tourism. The Market Manager has complete authority to interpret and implement policy on the market site.





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Violations of any market regulations will be dealt with by the market manager. The manager may give a verbal warning notice to a vendor for an infraction of the rules. If a vendor receives two verbal warning notices, the manager has the power to expel the seller if a third violation of rules occurs.

If there is a grievance with another vendor, customer or the manager, a written complaint or email will be presented to the Market manager. The grievance will be acknowledged in writing and the matter will be addressed. The decision will be communicated to the complainant and documented. All decisions are final.

**Right to Terminate** – Market at the Marina retains the right to terminate any vendor, with or without cause, for any reason.

**Modifications** – Market at the Marina reserves the right to revise these terms and conditions at any time deemed appropriate. These terms and conditions are hereby adopted and valid as of October 23, 2023.

**The market manager as well as the market committee must approve all vendor applications. Submission of this vendor application does not guarantee booth reservation for the market.**





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Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Email: \_\_\_\_\_

Facebook page name (if applicable): \_\_\_\_\_

Vendor Type (*circle one*):    Produce    Hot Food    Food    Meat/Seafood    Artisan    Craft

Products to be sold at market: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How did you hear about us? \_\_\_\_\_

I have read the market terms and conditions, understand them and agree to abide by them.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please email the completed application to [Tracy.Adams@tghealthsystem.com](mailto:Tracy.Adams@tghealthsystem.com).

<b>** Market Manager Use Only **</b>			
Date application received		Date application reviewed	
<input type="checkbox"/> Approved <input type="checkbox"/> Declined	Declined Reason:		
Approved Category	<input type="checkbox"/> Food <input type="checkbox"/> Non-Food <input type="checkbox"/> Hot Food <input type="checkbox"/> Special <input type="checkbox"/> Craft <input type="checkbox"/> Produce <input type="checkbox"/> Meat/Seafood		
Added to master list		Added to email group	

