



# 2017 Market Vendor Application

*Parks & Recreation: Get Out ~ Get Active ~ Let's Play*

Business Name		
Contact Name	State Tax ID	
Business Address		
City	State	Zip
Telephone	Cell Phone	
Email		
Website		
Facebook	Twitter	

### Market Fees

Fees are payable with cash, check, or credit card and must be paid at least two (2) business days in advance of the market day you will be attending to be eligible for booth space.

**Market and Registration Fee Runs**  
**May 13 - October 14, 2017** (no market July 1)

_____	<b>Early Registration - Paid by April 1</b>	\$225
_____	<b>Paid After April 1</b>	\$325
_____	<b>Annual Electric Fee</b>	\$100
_____	<b>Weekly Vendor Fee</b>	\$20

**Total Amount Enclosed** \_\_\_\_\_

*\*Booth fees include applicable city license tax for market location. City will check for violations of State alien employment restrictions, see City Code Section 605.020.*

**Please list all items you wish to sell. Attach another page if necessary.**

*Artists and crafters must submit photos of their products. Any products not included with your original application must be submitted to and approved by the Market Manager prior to displaying at the Market. If an application contains more than one category, each category may be approved or rejected individually at the sole discretion of the Market Manager. The Market Manager reserves the right to limit the number of vendors in any category. **NOTE – APPLICATION NOT COMPLETE UNLESS ACCOMPANIED BY SIGNED SET OF MARKET RULES.***

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



# 2017 Market Rules & Regulations

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## **General Market Information**

The Creve Coeur Farmers and Artists Market is managed by the City of Creve Coeur Recreation Department, through the Market Manager and the Director of the Department. The 2017 outdoor market will be held May 13 – October 14 (no market July 1).

**All vendors must complete and sign a Creve Coeur Farmers and Artists Market Vendor Application Form and pay the appropriate fees prior to selling.**

The Creve Coeur Farmers & Artists Market reserves the right to prohibit anyone from selling at the Market and/or cancel the privileges of any member who, at the sole discretion of the Director of Recreation or the Market Manager, has violated any rule governing the Market or acted in any manner that is contrary to the best interests of the Market. Fees will not be refunded.

All vendors at the Market must provide the following **prior** to selling at the Market:

- Completed Vendor Information Form and Application. This form can be obtained from the Market Manager and must be filled out on or before the first day of selling. A booth will not be assigned before the completion of this form.
- Missouri Retail Tax License (if applicable)
- Proof of Vehicle Liability Insurance
- Proof of General Liability Insurance (Minimum \$1,000,000 CSL each occurrence and \$1,000,000 personal and advertising injury)
- Each vendor may be subject to and must consent to background checks.
- All required permits from the St. Louis County Health Department for vendor's activities at the Market.

## **What Can Be Sold**

Only items listed on application form and approved by the Market Manager may be sold. Once approved, you will receive a Vendor Permit.

1. **Raw Agricultural Products** Includes fruits, vegetables, grains, herbs, flowers, bedding plants and potted plants. Bedding plants and potted plants must be grown by the vendor from seeds, cuttings, bulbs or bare root and be well established in the container. No resale of any plants, fruits or vegetables not specifically grown by the vendor or the vendor's family is allowed.
2. **Non-Agricultural Products** Includes value-added products made with or without raw agricultural products grown by the vendor (i.e. baked goods, jams, soup & dip mixes, made in accordance with health department regulations), jewelry, art, pottery, soap, candles, clothing, wood crafts and other crafts. To qualify as a handcrafted product, the item must have acquired a substantial part of its value from the crafting of the vendor.

3. **Meat and Other Animal Products** Meats, poultry, milk, cheese, eggs, farm-raised fish, honey, leather and other products derived from animals. All slaughter animals shall have been in the vendor's immediate custody, care and control a minimum of 50% of the animal's life at the time of slaughter. Vendors must abide by all Federal and State and local regulations and inspection regimes. In addition, vendors must adhere to Federal and/or State guidelines on all labels. No resale of trader or sale barn livestock or any livestock condemned or sold for slaughter shall be sold in any form. No live animals shall be sold at the Market and no live animals may be displayed without prior permission of the Market Manager.

## Vendor Guidelines

1. **Self-Produced Products** Vendors may only sell products grown or produced by the vendor or the vendor's family. All products must be grown/produced or crafted within 125 miles of the City of Creve Coeur, Missouri. Exceptions may be made at the sole discretion of the Market Manager in the case of specialty items. The resale of any products not grown or produced by the vendor is strictly forbidden. Violators of this rule will be immediately expelled from the Market without any refund of fees. Vendors wishing to return to the Market following expulsion must apply to the Director of Recreation for re-admittance.
2. **On-Site Visits** A member or members of the City of Creve Coeur Recreation Department or their designees may visit all vendor farm/production sites by appointment. Refusal to allow visit is grounds for indefinite suspension and vendor fees will not be refunded.
3. **Vendor Pricing and Sales Taxes.** Each vendor shall set his/her own prices. All prices must be clearly posted. Vendors are responsible for paying all applicable State and Local sales taxes. Note the establishment of a sales tax exemption in 2014 (see 144.527 RSMo).
4. **Product Safety/Liability** All vendors selling edible goods are responsible for obtaining the necessary certifications and licenses required by federal, state and/or local authorities and posting them if applicable and following all USDA labeling standards. Vendors are responsible for the safety of the products being sold. By signature hereto, Vendor agrees to indemnify, hold harmless and defend the City of Creve Coeur, Creve Coeur Farmers and Artists Market, and the owner of the host site, and all officials, employees and agents of each of the foregoing, from any and all claims, expenses and liability whatsoever related to or resulting from vendor's products or activities at the Market.
5. **Grievances** The Market Manager will be the final authority as to any issues which may arise on the day of the Market. All decisions may be appealed to the Director of Recreation for later consideration. Any complaints by a vendor alleging reselling by another vendor shall be submitted to the Market Manager in writing and signed by the complainant. A good-faith deposit of \$50 shall be submitted with a complaint to cover the cost of administration, which deposit shall be refunded if the complaint proves to be valid.
6. **Booths**
  - I. No vendor shall have the right to assign, sublet or sell his or her booth to another person or firm.

- II. Booths will be assigned weekly at the sole discretion of the Market Manager, subject to review and recommendations by the Director of Recreation. The Market Manager will separate similar vendors when possible.
- III. Each space is 10' x 10'. All tents and canopies as well as vendor products must fit within the space. All tents and canopies must be properly secured/weighted down by the vendor.
- IV. Vendors must provide their own tables, chairs, tents, etc. These items are not included in your registration fee.
- V. Electricity is available at an additional charge. If you choose to purchase electricity, please bring at least 50' of extension cords.
- VI. Vendors must maintain a clean and healthful condition within their assigned area, provide a covered trash receptacle and leave the area free of any debris at the conclusion of the Market.
- VII. All products should be displayed in an attractive manner, tables must be covered, and displays must be clean, freshly painted and/or stained. No table or display may be placed outside of the 10x10 area. Use of electricity must be pre-approved by the Market Manager.
- VIII. **Setup and Tear Down** All vendors must arrive at the Market at least 30 minutes prior to the Market opening and be ready to sell at least five (5) minutes prior to the Market opening. **Vendors must remain set up until 12:00 noon closing time and vacate the Market area within 1 hour.**
- IX. No pets are allowed in booths with the exception of service dogs.

#### 7. **Miscellaneous**

- I. Vendors must at all times conduct themselves in a pleasant and courteous manner and comply with all applicable laws and ordinances.
- II. All children in care of the vendor must be supervised by an adult at the vendor's stall.
- III. No smoking is allowed in the Market area at any time.
- IV. Vendors shall not discriminate against anyone because of race, color, creed, national origin, sex, age, disability, religion, ancestry, gender, gender identity, sexual orientation, or familial status, or any other status protected by law.
- V. The parties intend that each vendor shall conduct all activities as an Independent contractor and not as an agent or employee of the Market or the City of Creve Coeur. Vendor will control and maintain all work, including customers, within their licensed space.

8. **Cancellation Policy** Vendors must give Market Manager 24 hours' notice if they cannot attend a Market day so that appropriate adjustments to the layout can be made. Full Season fees for missed Market days will not be adjusted or refunded. For emergencies call 314-629-2765. For cancellations email the Market Manager at: [marketmanager@crevecoeurmo.gov](mailto:marketmanager@crevecoeurmo.gov).

*I hereby state that I have reviewed the 2017 Creve Coeur Farmers and Artists Market Rules & Regulations and agree that my business and I shall abide by them. In particular, I agree that we*

*will not sell products that we have not grown or made. Further, I confirm that we have not been ejected from any other municipal market.*

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Signature

Date

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Printed Name

Business Name