



## **DOWNTOWN EXCELSIOR FARMER'S MARKET**

C/O Willow Spring Mercantile  
249 E Broadway  
Excelsior Springs, MO 64024  
816-630-7467

### **FARMER/VENDOR APPLICATION**

Contact Name

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Farm/Business Name

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Address (city, state, zip)

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E-mail \_\_\_\_\_ Website \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Cell \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

Business Type (check all that apply) Fruit/Vegetables \_\_\_\_ Dairy \_\_\_\_ Fish \_\_\_\_ Meat  
\_\_\_\_ Baked Goods \_\_\_\_ Prepared Foods \_\_\_\_ Nursery Products \_\_\_\_ Eggs \_\_\_\_ Herbs  
(dried or cut) \_\_\_\_ Other

List of products to be sold at the market

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Time of year you will be at the market (months)

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**Farmers:** Growing practices: Certified Organic \_\_\_\_\_

Practicing sustainability (non certified organic) \_\_\_\_\_

Conventional (use synthetic chemicals) \_\_\_\_\_

**All other vendors:** Please list any local or Missouri/Kansas grown ingredients used in your products

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List full names of family members or employees who may sell for you:

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I, the vendor, understand that participating is \$50 for Wednesdays during the 2017 season. If you do not wish to participate for the entire season and would like the pay daily, the daily fee is \$10. It is understood that once committed to participate in the market for the season, I will faithfully participate each week. I understand that I must hold the appropriate licenses and permits for my product as dictated by the local, state and federal government and will collect all sales tax. I understand that I am responsible for the quality and safety of what I sell.

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

*Please initial that you have read and understand the following:*

\_\_\_\_\_ I understand that it is my responsibility to know where any products I am selling are being grown or produced, and I will be truthful in representing the origin of my products to customers.

\_\_\_\_\_ I understand that all items I intend to sell at the Market must be listed on my application. \_\_\_\_\_ I understand that all products, signs, displays, etc. must be kept within the confines of my assigned space.

***All vendors and helpers must read and agree to comply with all of the Farmers Market Rules of Operations.***

Checks Made Payable to  
DEP (Downtown Excelsior Partnership)  
C/O Willow Spring Mercantile  
249 E Broadway  
Excelsior Springs, Mo 64024  
816-630-7467



**FARMERS MARKET RULES OF OPERATION.** The Market Coordinator's are Daphne & Jim Bowman, owners of Willow Spring Mercantile for the 2017 market season. A Farmer's Market Committee has been established to help coordinate and manage the 2017 Market season.

These Rules of Operation apply to all aspects of the Market, and each Market participant will operate under these Rules.

**Any violation of these Rules of Operation may result in the immediate revocation of the vendor's Market rights with a forfeiture of any paid fees.**

**1.Vendors.** Every Market vendor is subject to these Rules of Operation. A vendor is defined as the primary person signing the agreement and/or operating a Market stall. Anyone who is working or assisting in the business must abide by the Rules. Each stall must have an adult 18 years of age or older at the booth at all times, unless prior arrangements have been made with DEP and proper insurance has been provided. Minors must be supervised by an adult at all times.

**2.Location.** The Market is located at 201 E. Broadway Street, in the public parking lot at the corner of Broadway Avenue and Elizabeth Street, Excelsior Springs, MO. The mailing address for DEP is P.O. Box 513, Excelsior Springs, MO 64024.

**3.Dates and Times of Operation, Registration.** Subject to the approval of the City of Excelsior Springs (the "City") opening and closing dates will be determined by the season climate. The 2017 Market dates are May 24<sup>th</sup>-September 27<sup>th</sup>. Market days at 4 p.m.-7 p.m. on Wednesdays. Vendors should be in place no later than 3:50 on Wednesdays. No one may enter the parking lot before 2:00 p.m. on Wednesday. In the event that a moving vehicle must enter the Market area after 4 p.m., such vehicle must have an escort for the safety of everyone at the Market. A vendor who is determined to be habitually late in arriving may be required to forfeit the remaining rights to the stall for the season, including all paid fees. Under no circumstance are vendors allowed to drive over the curb of the parking lot in order to get in or out of their space.

**4. Vendor Stalls, Fees.** Vendor stalls are first assigned on a reserved annual basis with remaining stalls assigned based upon product offered and product diversity. A single stall shall consist of a 10 x 10 space. A maximum of two annual stalls may be granted to a vendor at a rate of \$75. The Wednesday daily rate is \$10. Vendors requesting daily stalls must submit their application and fee at least one week in advance. No refunds will be given. No vendor shall share, resell, sublet or lend their stall.

**5. Vendor Set Up, Item Display and Site Maintenance.**

- a. The Market does not provide any set-up equipment or supplies. Vendors must bring their own tents, tables and chairs. All tents must be adequately weighted down to ensure safety.**
- b. Vendors are responsible for setting up, displaying and bagging their products in a salable manner that is sanitary and attractive. Vendors are required to keep their stalls clean.**
- c. Each vendor must display and sell products from within the confines of the assigned stall (a canopy no larger than 10x10 and a table are encouraged for each stall).**
- d. A vendor is required to keep all vehicles, contents, products and byproducts in the boundaries of his/her assigned stall at all times, no matter how many empty stalls might be located throughout the Market.**
- e. Nothing can encroach on aisle space, common areas, fire lanes or neighboring stalls. Any exception to this policy will be at the discretion of the market managers.**
- f. A vendor is to keep all spare stock, packing materials, cardboard boxes and bags in an orderly fashion at all times.**
- g. A vendor must display all produce or other food-related products on safe, well-constructed, well- maintained and clean tables.**
- h. Produce or other food-related items must be displayed or stored at least 6 inches above the ground or in a hard non-porous container, per the Health Department.**
- i. Each vendor's vehicle will be kept clean and presentable. Vendors cannot sell out of their vehicle.**

j. Each vendor must display the name & location of his or her farm or business.

**6.Products Sold.** The Market will be open to persons who desire to sell products of quality and value that have been grown or made by the vendor. Flea-market-type items and hawking are not permitted. Sales of jams, jellies, eggs, meat, baked goods, flowers, fruits, vegetables, handmade crafts and specialty items are permitted. Resale of packaged meat is prohibited. Homemade baked goods, new handmade craft items and commercial products related to a Farmers Market are allowed if approved and proper documentation is provided. Vendors are required to list ALL products to be sold at the Market on the initial application. No changes or additions to the product list will be allowed after the Market opens on May 24<sup>th</sup> without approval. All items are subject to approval.

**7.Farmer/Non-Farmer Ratio.** Both farmers and non-farmers can sell at the Market. As recommended by the Missouri Department of Agriculture, we strive for an 80/20 balance: 80% of the market vendors must be farmers and 20% can be non-farmers (crafters, bakers and value-added vendors). Vendors may have 10% of their table filled with items from the other category, excluding baked goods, as long as they are listed on their application and have been approved.

**8.Produce and Plants.** All produce and/or plants must be grown in Missouri or grown within 100 miles of Excelsior Springs. Produce grown by the vendor should be labeled as “homegrown”. If the vendor is selling produce that is not homegrown by him/her, it should be labeled and separated accordingly. Signage at a minimum should be 3”x5” and easily read. 80% of a vendor’s table must be grown or made by the vendor and only 20% of the vendor’s product can be grown or made by another source.

**9.Compliance with Law.** All vendors shall comply with all state, federal, and local laws. Sale of all food items must comply with state and local laws and health codes. Sellers of eggs, meat, baked goods, honey, cider, dairy products and other value-added products must follow the appropriate rules as set by the Clay County Health Department and obtain any necessary permits. All permits and licenses must be available upon request. Sampling permits may be required in order to be allowed to give out samples. Each vendor is responsible for any permits needed. Contact the Clay County Health Department at 816-595-4200. Scales are to be state-approved and all packaged items are to be labeled with the net weight and content description. Sales tax must be collected as required by Missouri State Law. It is the sole responsibility of each vendor to pay sales tax to the Missouri Department of Revenue.

**10. Pricing.** Prices to be charged will be fair and at then-current market prices. The

vendor and the customer will negotiate sales. The Market is not responsible for sales arrangements or warranties of any sort, expressed or implied, concerning produce or any other items bought, sold or traded. The vendor is responsible for payment of all sales taxes, if applicable.

11. **Pets.** Vendors are not allowed to have pets at the Market, with the exception of service animals for persons with disabilities.
12. **Trash.** Each vendor is responsible for disposing of the vendor's own trash at home or another location. Vendors may not dispose of trash in the trashcan located in the Market area, as this is solely for the use of customers and pedestrians. Dumping boxes and overripe produce will detract from the customer's experience and is not allowed.
13. **Trailers.** No trailers are allowed unless prior approval from the Market Manager have been made.
14. **Parking.** Any vendor, their employees and/or helpers with extra vehicles must park them in the public parking areas within Downtown Excelsior Springs. If a vendor needs special accommodations because of a disability, supporting documentation of such must be presented so other arrangements can be made.
15. **No political signage allowed at the market.** In order to respect the beliefs and views of all vendors and customers, no political signage will be allowed at the market. Only signage directly promoting market related events will be allowed. All materials must be approved by the Market Manager before displaying. Anyone wishing to pass out materials and/or collect signatures will be directed outside of the market boundaries.
16. **Vendor Conduct.** Vendors must be truthful and honest at all times in disclosing the origin of products being sold and their production practices. Fraudulent, dishonest and deceptive practices carried out at the Downtown Excelsior Farmer's Market will be punishable by cancellation of selling privileges without a refund. Vendors and their employees will be neat, suitably dressed, and communicate in a courteous and appropriate manner. No alcohol is allowed on the premises. All vendors and patrons will show others respect at all times. Foul language will not be tolerated. Vendors, employees, helpers or patrons who arrive inebriated during Market hours, use foul language, or act in a confrontational manner will be asked to leave the Market immediately, and will need approval to return.
17. **Rule Violations.** Violations of any of these Rules as determined by DEP may

**result in suspension from the Market or revocation of Market privileges with forfeiture of any paid fees and prohibition from purchasing a stall in future years. Upon determination that a vendor has violated any of these Rules, the market manager shall determine the appropriate response action. The degree and nature of any response actions shall be within the absolute discretion of the manager, and may include warning and revocation of Market privileges, among other actions. All vendors are responsible for the action of their employees or helpers. If a vendor receives 3 warnings in the same season, he/she may be expelled from the Market. Based on the severity of the infraction, it may result in immediate expulsion from the Market. For the safety of customers and other vendors, the market manager has the authority to deny any person the privilege of operating at the Market who is using methods that are detrimental to attendance at the Market, or contrary to the Market's policies, standards and mission.**

- 19. Disputes. If a problem arises, please contact the Market Managers at 816-630-7467. If problems or disputes arise during a Market session, the on-site Market Manager, if available, will settle disputes according the Market Rules of Operation. The decision will be final on that day.**
- 20. Purpose, Amendment and Interpretation of Rules. These rules are intended to create a safe and successful Farmers Market and shopping environment. They may be amended or modified, when necessary and the market manager has the authority to interpret, when necessary, and enforce the Rules of Operations.**
- 21. Indemnity and Hold Harmless. Each vendor will be responsible for and will pay for any personal injuries, property damage or cleanup costs caused by activities of the vendor or anyone helping the vendor; and each vendor, by signing this document, hereby holds harmless the City of Excelsior Springs, Downtown Excelsior Partnership and the Farmers Market Committee members for any such damages. The vendor further agrees to pay any claims against the City of Excelsior Springs or the Farmer's Market fund for personal injuries that are the fault of the vendor or anyone helping the vendor (this includes the costs of any lawsuits, out-of-pocket expenses and attorney's fees).**