

Lake Nona Saturday Market Vendor Application and Agreement

Vendor Information

Business name (if applicable): _____

Primary contact name: _____

Owner Employee Other (explain) _____

Address: _____

City: _____ State: _____ Zip code: _____

Phone: _____ Cell: _____

Email: _____

Name on credit card if paying by that method: _____

Proposed items for sale (attach photos of items/display):

Website address _____ Electric needed? _____

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Market Vendor Application and Agreement

For the purposes of this document Vendor refers to Primary Contact above, and Market refers to **Lake Nona Saturday Market**.

By signing below, Vendor acknowledges this application does not automatically reserve a Vendor space, and may place them on a waiting list based on space availability within a product category. Additionally, the Vendors signature below indicates that Vendor has read and understands the Market policies and procedures incorporated herein, and that any violation of such may result in loss of the 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 Market rental privileges. Vendors 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 Back To Nature Wildlife Refuge and Orange County Florida from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this contract or Vendors 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 collected from the sale of Vendors goods. Market is in no way responsible for any 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 Orange County, Back to Nature Wildlife Refuge or The Lake Nona Saturday Market 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 Lake Nona Saturday Market, Back To Nature Wildlife Refuge and Orange County from any such suit or action, regardless of whether it be groundless or fraudulent.

This agreement has been entered into in Orange County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this agreement shall be Orange County, Florida. This agreement may not be modified or amended except by a writing signed by the parties.

Vendor signature: _____

Print name: _____ Date _____

Items approved for sale: _____

Market representative signature: _____ Date: _____

Market Vendor Policies and Procedures

General Market Parameters

- The Market will be open to the public as posted on <https://www.facebook.com/LakeNonaFarmersFreshMarket>

The Market will be closed on New Years Day and/or Christmas Day when they fall on Saturday. Market maintains the right to close the Market for any reason.

- Product categories permitted to be sold at the Market are generally limited to plants and other garden related items, baked goods, fresh and preserved produce, meats, seafood, cheeses, dry goods, seasonal items, art, jewelry, food concessions and handmade items. The Market encourages participation by local or organic farmers, growers, producers, artists, etc. The sale of flea market, used merchandise or resale type items is not permitted. All items for sale must be approved by the Market manager prior to Market. Such approval does not guarantee a regular vendor spot if the Market manager deems the items for sale are not as expected. 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 and in no way does Market managers approval constitute granting of an exclusive right to sell any item. Market maintains the right to 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, and clean-up costs. Alcohol sales are permitted at the Market only by local wine makers and breweries, and only in closed containers. No alcohol can be consumed at the Market or on Orange County Property.

- Rental spaces are in 10'x10' increments. The Market manager determines where each Vendor is placed within the Market and may limit the spaces to be used by any Vendor. No Vendor space is permanent and may be moved at any time by Market manager.

- For each 10'x10' space, rental fee is \$15 / week. A discount of \$10/Saturday may be granted if paying in full for the entire month at the beginning of each month. Market cannot guarantee electric and reserves right to charge \$5 extra if provided.
- Payments may be made by Cash, Check payable to Back to Nature Wildlife Refuge, or online by clicking "Donate Now!" on <http://www.btnwildlife.org/donate/>

Set-up, Break-down and Market Operations

- Vendors may begin unloading and setting up their booth 60 minutes before beginning of Market hours. All Vendors must be set up in place and have vehicles moved to the designated parking area prior to the opening of the Market.

- Vendors are expected to keep their booth opened and staffed until the close of the Market unless all merchandise has been sold.

- Vendors must tear down tables and tents and pack all supplies at the end of Market hours, and before moving their vehicle into the Market area for loading.

- All Vendors are responsible for helping maintain a clean and safe property within the Market. Vendors must bring heavy duty trash bags to dispose their garbage, securing bags properly and taking trash with them at the end of Market each day.

- All Vendors are encouraged to use any marketing tools available to promote the Market. IE. Facebook, web sites, email lists, signage on vehicles or in retail space. The Market may advertise your business if a description and web site is provided. Market will provide assistance with marketing materials to promote the Market and its Vendors. The success of the Market benefits everyone.

- No use of chemicals, fire or otherwise harmful substances is allowed without prior permission. Loud noises, unsupervised children, pets or other non-service animals are not allowed. Service animals must be registered and leashed at all times.
- Vendors are responsible for all set-up materials including, but not limited to, tables, tents, umbrellas, chairs, signage and tablecloths. All tents and equipment used must comply with County Code provisions.
- Signage must be properly displayed with Vendors business name by either an easel, a frame, or hung securely on tent structure. Market manager has the right to ask Vendor to change signage at any time to meet these requirements.
- Vendors shall maintain their booths in a neat, organized manner, free from clutter.
- All tents must be properly weighted with a **minimum** of 25 lbs/leg. Tents must be taken down in high winds.

Licenses and Health Codes

- Vendors shall maintain all appropriate Orange County 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 and Logos

- Vendor consents to the Markets 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 Market and Back to Nature Wildlife Refuge.
- The Market and Back to Nature Wildlife Refuge logos and images may not be used for any purpose without the prior written consent of the Market staff. Logos for use may be requested by emailing btnwildlife@yahoo.com

Enforcement of Rules

- Violation of any general public safety rules or Market policy listed in this agreement by Vendor or Vendors 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.

Resources

Please email completed form to btn.farmers@gmail.com

Facebook page for Market: www.facebook.com/LakeNonaFarmersFreshMarket

Facebook for Market Vendors: <https://www.facebook.com/LakeNonaFarmersFreshMarket#!/groups/LNFFM/>
(closed group, must ask to join)

Facebook page for Back to Nature: <https://www.facebook.com/LakeNonaFarmersFreshMarket#!/BTNwildlife>