

2016 MEDIA FARMERS MARKET VENDOR APPLICATION

Deadline: March 31, 2016

Please return your completed forms and payments to:

Media Farmers Market
C/o Adeline Ciannella
417 S Edgmont Street
Media, PA 19063
Email: acianc@verizon.net
Phone: 610.892.0125
Cell: 484.620.1218

Incomplete forms will not be accepted.

APPLICATION CHECK LIST

- Completed Media Farmers Market Application
- Included payment made payable to Media Farmers Market
 - See page 2
- Signed and dated License Agreement (notarization not necessary)
 - See pages 7-9
- Provided proof of \$1,000,000 liability insurance listing the Borough of Media as additional insured
 - See example with the exact wording highlighted on page 10
- Completed the Mercantile Fee Form and included a **separate** \$50 check made payable to Borough of Media
- Media Borough Health Form and a **separate** \$30 check for a health inspection (all foods except fruits and vegetables) made payable to Borough of Media
 - See page 11 - 12

Media Farmers Market (MFM) Vendor Application 2016

The Media Farmers Market is a 501(c)(4) non-profit organization

Season:

May 12, 2016 through November 17, 2016

Hours of Operation:

Every Thursday, 3pm to 7pm

After daylight savings time close at 6:30

Rain or shine

Location:

Parking Lot next to the Media Theater

On the corner of State and Gayley Streets

Media, PA 19063

Market Fees:

- \$25 per week for a 10x10 space
- \$35 per week for a 10x20 space

Payment Options (Full Market = 28 weeks):

A. Payment in FULL

- Due March 31, 2016
- Receive a 10% discount if payment is received on time
 - 10x10 = \$630
 - 10x20 = \$882

B. HALF now, HALF later

- Due March 31, 2016 and August 4, 2016
- Receive a 5% discount if payments are received on time
 - 10x10 = $\$665 / 2 = \332.50
 - 10x20 = $\$931 / 2 = \465.50

C. MONTHLY

- a. First month due March 31, 2016
- b. Due the first market of each month June through November

Payment Methods:

Cash or checks made payable to Media Farmers Market

Rules:

The Media Farmers Market is a grower/producer market only. Vendors may only sell crops or other approved products that they grow or produce themselves.

Products will comply with federal, state, and local health and agriculture regulations. Vendors will have any necessary licenses or permits that may be required to produce and sell their product and will provide the market manager copies of such permits (if requested). Vendors will comply with all laws, ordinances, and regulations of the United States, the State of Pennsylvania, the Borough of Media, and Delaware County.

Vendors will be assigned a space by the Media Farmers Market manager. Vendors will provide their own tables, canopy, refrigeration (if needed and/or required), and hand washing station (if needed and/or required). Vendors will be required to maintain the cleanliness of their own space and remove all trash and debris.

Vendors must be prepared to begin sales at 3pm and stop at 7pm. **Sales may not begin before 3pm and Vendors may not break down and leave before 7pm.**

Vendors will visibly display signs of:

- the farm or producers name and location
- prices of products easily accessible to all customers
- all necessary certifications and licenses

Vendors will supply their own scales, bags, and any other necessary accessories. Vendors, as much as possible, will reduce the need for products that may harm the environment (ex: Styrofoam products, plastic bags) and will maintain a clean space.

Vendors are expected to participate in the market on all committed market days and will provide the market manager with one week's notice if unable to attend a particular week (notwithstanding an unexpected emergency). The market manager will contact Vendors if, for any reason, a market day must be cancelled. The market is open rain or shine.

NO REFUNDS or FORGIVENESS of payment for a missed market will be granted without prior consultation with the market manager. The MFM is forging a partnership with all Vendors and your fees are used to advertise and manage the market. The MFM depends on you to be at the market on ALL committed weeks and to pay for those weeks.

Vendors will agree to a site visit of their place of production by the market manager, or appointed representative, if requested.

Market Tokens:

The MFM Manager's Table accepts credit cards (VISA, MasterCard, and Discover) and participates in the Supplemental Nutrition Assistance Program (SNAP). This applies for all vendors.

SNAP is the USDA Food Stamp program. Benefits are used to buy food and help eligible low-income households follow diets that are more nutritious by increasing their food purchasing power at grocery stores, supermarkets, and farmers markets. Eligible recipients receive a PA Electronic Benefits Transfer Access Card (PA Access), and this card can be used at the market.

We are not able to accept Women, Infants, and Children (WIC) and Senior Farmers' Market Nutrition Program (SFMNP) vouchers at the manager's table. **Each Vendor is encouraged to apply individually to participate in these programs and accept payment directly.** To apply for SFMNP go here <http://www.fns.usda.gov/sfmnp/senior-farmers-market-nutrition-program-sfmnp>. To apply for WIC go here <http://www.fns.usda.gov/fmnp/wic-farmers-market-nutrition-program-fmnp>.

Here's how the tokens work:

1. Customers desiring to use their credit card or PA Access card will come to the market manager's table located at the entrance to the market.
2. The card will be swiped and the customer will indicate how much money in market tokens they would like to receive.
3. The customer will receive tokens for the exact amount charged. For example, \$10 charged to the customer's card will equal \$10 in market tokens.
 - a. Market tokens come in \$1 and \$5 increments and will never expire. There is no fee to use this service.
 - b. Credit Card tokens are GREEN
 - c. SNAP tokens are RED – they cannot be used for prepared, ready to eat on the spot foods or alcohol
4. Market farmers and vendors will take the tokens as payment and will give cash as change.
5. At the end of the market day, vendors bring your tokens to the manager's table and they will be redeemed for cash.

The MFM will incur all charges associated with renting the EBT reader and on the use of credit cards.

Media Farmers Market (MFM) Vendor Application 2016:

Please print clearly

Farm/Business Name			
Contact Person			
Farm/Business Address			
Mailing Address (if different)			
Phone		Cell	
Email			
Website			
Social Media	(circle all that apply): Facebook Twitter Google+ Pinterest Instagram		
List other markets where you participate			
Describe your production method	(i.e. certified organic, organic but not certified, natural, conventional, low spray, etc.)		
Space Size	(circle choice): 10x10 (\$25/week) 10x20 (\$35/week)		
Do you plan to come to MFM for the whole season?	(circle choice): YES NO		
Start Date			
End Date			
Payment Option DUE March 27, 2015	(MUST choose one): FULL HALF MONTHLY		
Payment Amount Enclosed	\$	Check Number	

CIRCLE THE WEEKS YOU WILL BE AT THE MARKET

May	June	July	August	September	October	November
12	2	7	4	1	6	3
16	9	14	11	8	13	10
26	16	21	18	15	20	17
	23	28	25	22	27	
	30			29		

Please check off all products you grow or produce and are interested in selling:

Vegetables

- arugula
- asparagus
- beans, lima
- beans, green
- beans, soy
- beets
- bok choy
- broccoli
- brussel sprouts
- cabbage, chinese
- cabbage
- carrots
- cauliflower
- celery
- corn, sweet
- cucumbers
- eggplant
- endive
- fennel
- greens, collard
- kale
- kohlrabi
- leeks
- lettuce
- mushrooms
- okra
- onions
- parsnips
- peas
- peppers, hot
- peppers, sweet
- potatoes
- pumpkins
- radicchio
- rhubarb
- rutabagas
- scallions
- shallots
- spinach
- squash, summer
- squash, winter

- sweet potatoes
- tomatoes
- turnips
- other (List)

Fruits

- apples
- apricots
- blackberries
- blueberries
- cantaloupes
- cherries
- grapes
- nectarines
- peaches
- pears
- plums
- raspberries
- strawberries
- watermelons
- Other (list)

Herbs

- basil
- catnip
- chamomile
- chervil
- chives
- cilantro
- dill
- garlic
- lavender
- lemon balm
- lovage
- marjoram
- mint
- oregano
- parsley
- pennyroyal
- sage
- rosemary
- tarragon

- thyme
- Other (list)

Meats/Dairy

- bacon
- beef
- cheese, buffalo
- cheese, cow
- cheese, goat
- cheese, sheep
- chicken
- duck
- eggs
- fish
- goat
- ham
- hot dogs
- lamb
- milk
- pork
- sausage
- turkey
- veal
- yogurt
- Other (list)

Other

- baked goods
- beeswax products
- baskets
- bread
- cider
- coffee
- dried flowers
- fiber
- flowers
- honey
- jams, jellies, preserves
- soap
- pickles
- potted plants
- Other (list)

By signing this application, I agree to comply with the Media Farmers Market rules, to pay the applicable market fees, and work together with the MFM for a successful season for all involved.

Signature _____

Date _____

LICENSE AGREEMENT (Required by Borough of Media)

This LICENSE AGREEMENT is made as of the ____ day of _____, 2016 by _____ as the “Licensee” in favor of the Borough of Media (the “Borough”).

WHEREAS, the Borough owns a municipal parking lot located at Gayley Street and State Street (the “Premises”); and

WHEREAS, the Licensee desires to participate from time to time as one of a number of vendors in a seasonal farmers market on the Premises to be known as “Media’s Farmers Market” ; and

WHEREAS, the Borough is willing to allow the Licensee to use the Premises for such purposes on the terms and subject to the conditions set forth in the Agreement; and

WHEREAS, Media’s Farmers Market will be organized and operated by an association of volunteers (the “Association”) who will assist the Borough in assuring that the Licensee and such other vendors operate in accordance with this Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. The recitals above are incorporated into this Agreement.
2. The Borough herewith grants a non-exclusive license to the Licensee to use the Premises for a farmers market on Thursdays during the hours of One p.m. to Eight p.m. (including set up and break down) in the months of May through and including November, on the terms and conditions set forth herein (the “License”). The License is revocable at the will of the Borough, both jointly and severally as to each vendor as individual Licensees.
3. The Licensee agrees to defend, indemnify and hold harmless, the Borough against any and all injury(ies) and/or claim(s) of liability or loss from personal injury or property damages resulting from, or arising out of setting up, use and occupancy of the farmers market on the Premises.
4. The Licensee shall be subject to mercantile taxation by the Borough and shall file a registration application with the Tax Administrator accompanied by a nonrefundable registration fee of Fifty Dollars (\$50.00). The Fifty Dollars (\$50.00) registration fee shall be credited against the tax due. Furthermore, the Licensee hereby covenants to pay to the Borough any pro-rated charges and expenses which, from time to time, shall accrue under this Agreement, including, without limitation, reasonable charges for repairing the Premises due to the Licensee’s or any other vendor licensee’s use of the Premises, all of which shall be the joint and several obligation of the Licensee and any other vendor licensees.
5. The grant of this License is conditioned and contingent upon compliance by the Licensee with the laws and ordinances of the Borough, the Commonwealth of Pennsylvania and the United States. If there is non compliance, the Borough may invoke any legal or equitable remedies available to it.

6. Use of Premises. The Licensee is permitted to do the following under the terms of the License:
- (a) To erect within the space provided by the Association:
 - i. display tables and racks
 - ii. fast-fold tents
 - iii. vehicles or trailers needed for the transport or safe storage of goods, produce and other food items to be sold at Media's Farmers Market
 - iv. all erected items shall be removed and stored away from the Premises during the time when Media's Farmer's Market is not operating;
 - (b) The Licensee agrees that if it desires to use the Premises for any purpose other than those listed above, it shall first obtain the written consent of the Borough for such use, such consent to be granted or denied in the Borough's sole discretion.
 - (c) Cleaning. At any time the Licensee is using the Premises during the term of this License, the Licensee shall be solely responsible for removing litter, and emptying any trash receptacles placed out by the Licensee in the Premises. The Licensee shall at all times maintain the Premises in a broom-clean condition. The Licensee shall also be responsible for cleaning up any trash, debris or material generated from such farmers market use of the Premises that may travel outside of the boundaries of the Premises.
 - (d) Signage. The Licensee shall not erect or install any permanent signage in or on the Premises. The Licensee may erect removable signage during market operation hours, and, with the Association's permission, be included in the Association's non-permanent signage used during non-operating times to help increase awareness of Media's Farmers Market activities.
7. Prior to commencement of Media's Farmers Market, and at least annually thereafter or at anytime requested by the Borough, the Licensee shall provide proof of liability insurance naming the Borough as an additional named insured.
8. The Licensee shall on an ongoing basis operate its stall in Media's Farmers Market in such a manner as to prevent any damages to the Premises, and shall assist the Association in maintaining the cleanliness and appearance of the Premises in accordance with the Borough of Media Codes. If damage occurs to said Premises, the Licensee and any other vendor licensees shall be jointly and severally obligated to repair the Premises in accordance with the specifications of the Borough of Media Code and to complete said repairs within thirty (30) days of initial damage.
9. This License may be revoked by the Borough at any time, and for any reason or for no reason.
10. The terms of this Agreement shall be enforceable in whole or in part, and the failure by any party, its successors and assigns, to assert a violation hereunder, or to participate in any legal or equitable action with respect thereto, shall not serve as a waiver of any such violation or of the right to subsequently assert the same or bring legal action.
11. This Agreement shall apply to and be enforceable against, and shall inure to the benefit of and be enforceable by, the parties hereto and their respective personal representatives, heirs, successors and assigns, but the license itself is granted only to the Licensee named herein.

12. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

13. Invalidation of any covenant or restriction herein contained by judgment or court order shall in no way effect any other provision hereof, and such provision(s) shall remain in full force and effect.

14. This Agreement constitutes and expresses the whole Agreement of the parties hereto concerning the subject matter hereof, and all promises, undertaking, representation, agreements, understandings, and arrangements relating to such subject matter have been superseded by, and managed in, this Agreement.

15. This Agreement shall not be modified, altered, amended, or changed except by an instrument in writing, duly and validly executed by the parties hereto.

16. This Agreement may be executed in one (1) of more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute a single agreement. IN WITNESS WHEREOF, the undersigned, being duly authorized, has executed this License Agreement as of the date first written above.

ATTEST:

LICENSEE:

N/A

By: _____
VENDOR SIGNATURE

ATTEST:

BOROUGH OF MEDIA

N/A

By: _____

Yellow highlighted boxes: EXACT WORDING REQUIRED by the BOROUGH of MEDIA

ACORD CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YY) 06/01/05
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PRODUCER Jones & Jones Insurance Agency 125 Block Ave Denver, CO 80202	THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <p style="text-align: center;">INSURERS AFFORDING COVERAGE</p>
INSURED Rudy's Bake Shop 3 Donut Ave Englewood, CO 80110	INSURER A: Worldwide Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES
 THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (any 1 fire) \$ MED EXP (any 1 person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea Accident) \$ 1,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				<input type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other E.L. EACH ACCIDENT \$ E.L. DISEASE -EA EMPLOYEE \$ E.L. DISEASE -POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Additional Insured - Borough of Media

CERTIFICATE HOLDER [N] ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Borough of Media 301 N Jackson Street Media, PA 19063	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE ALFRED JONES

MEDIA FARMERS MARKET HEALTH INSPECTION GUIDELINES

Business Name _____
Address _____
Phone _____ Email _____
Website _____

Licensing Requirements

Farmers markets operating in Pennsylvania DO NOT have to be licensed as a food facility however each stand within the market is considered an individual Retail Food Facility and must be individually licensed and inspected. The only license exemption is for those Retail Food Facilities selling ONLY pre-packaged non-potentially hazardous foods. These facilities however are not exempt from inspection and the requirements of the Food Code.

Food Product Source

All food sold in farmers markets must be from approved, inspected sources. Many non-potentially hazardous foods are made in a home setting. These may include, some baked goods, breads, cookies, cakes, some canned products, candy, etc... This can be done as long as the home is registered and under inspection by PDA. Products that are considered potentially hazardous (usually need temperature control to maintain product) may NOT be made in a personal home kitchen.

Farm Produce

Farm produce does not require that the source be under inspection. As long as produce is being sold in a whole unprocessed or uncut state. No licensing is required, however inspections may occur. If a stand wishes to sell cut produce, then licensing will be required.

Labeling of Food Products

Bakery products made from scratch or mix and sold directly to the public are exempt from labeling. Bake-off products are not exempt.

All other food products, including pre-packaged food items prepared by a home food processor, are required to be labeled with name of product, ingredients, name and address of the manufacturer or distributor and net contents/weight.

Any food product that makes a health claim (low fat, low salt, reduced cholesterol) may be subject to nutritional labeling. Contact your local FDA (Food and Drug Administration) office for requirements. Additionally, any allergen labeling required by FDA must also be addressed on the label.

Shell eggs must be labeled in accordance with the PA Egg Refrigeration Law.

Food Safety and Handling Requirements:

Potentially hazardous foods must be maintained at 41°F or below or at 135°F or above at all times. This would include cut melons/pumpkins, sprouts, cut tomatoes, cut produce, and cut leafy greens of any kind.

No bare hand contact is permitted on any foods considered ready- to-eat (RTE).

Gloves, tongs, spoons, deli hand papers or other means shall be utilized when handling RTE foods.

Employees should not work with food while ill. Employees should wash hands frequently and as often as necessary to avoid any cross contamination. Foods and surfaces within stand shall be protected from contamination.

Equipment

Each stand in a market shall be equipped with all necessary equipment to perform the needed tasks. Those facilities handling potentially hazardous food should have a three-compartment sink in which to wash, rinse and sanitize food equipment. Equipment shall be designed, constructed, installed, and maintained according to Chapter 46, Food Code.

Every stand shall have access to a hand wash sink for use by employees, unless all food is non- potentially hazardous and prepackaged; in which case the Department may allow hand sanitizer to be used. Hand washing sinks must available and able to reach 110°F, have soap/paper towels and signage reminding food handler to wash their hands.

All vendors working at the Media Farmers Market must have hand sanitizer accessible for workers and customers. Hand sanitizer is not a replacement for proper hand washing so vendors are required to wash hands as often as possible especially after using the restroom, food prep, glove change, eating, smoking, cough/sneeze, cleaning/trash detail.

All vendors selling food items that require refrigeration must have a calibrated thermometer inside cooler and must hold food at 41 degrees F or below. Frozen food must be maintained in frozen state.

All vendors must protect unwrapped product from contamination. Use of sneeze guard, clear plastic shield/cover.

Vendors please sign that you have read, understand and agree to these terms/responsibilities.

Date _____

Signature _____

******* Please attach a copy of current Serve Safe Certificate if applicable and a copy of current local/county health license from the Commissary/food establishment where you are preparing food to be sold at the Media Farmers Market. *******