



## TERMS AND POLICIES OF THE LAFAYETTE FARMERS' MARKET

In consideration of the opportunity to license stall space(s) and sell products in the Lafayette Farmers' Market, the Lafayette-West Lafayette Development Corporation d/b/a Greater Lafayette Commerce and the Vendor, by signing the attached Application, agree to the following terms and policies, which are incorporated into the Contract in their entirety.

1. **DEFINITIONS** When capitalized in this Contract, the following terms have the following meanings:

**"Approved Categories"** means the six categories of products that Vendors may sell at the Market, as set forth in Section 4.C. below.

**"City"** means the city of Lafayette, Indiana

**"Contract"** means the CONTRACT FOR VENDING IN THE LAFAYETTE FARMERS' MARKET which each Vendor must sign, and into which these Terms and Policies are incorporated.

**"Daily Vendor"** means a Vendor who does not qualify as a Season Vendor.

**"GLC"** means Lafayette-West Lafayette Development Corporation d/b/a Greater Lafayette Commerce.

**"Lafayette Market"** means the Lafayette Farmers' Market to be located in downtown Lafayette on Fifth Street between Columbia and Main Streets.

**"Market"** means the Lafayette Market

**"Product Rules"** means those rules concerning the products which a Vendor may sell at the Market in accordance with Section 4 below.

**"Season Vendor"** means a Vendor who intends to vend at least once per week throughout most or all the Market season, who signs a Contract, who pays the prescribed fees when required, and attends at least 75% of the Saturday Market sessions. Vendors who do not attend at least 75% of the Saturday Market sessions during the season will be considered to be Daily Vendors.

**"Terms and Policies"** means the terms and polices referenced herein

**"Vendor"** means either a Season Vendor or a Daily Vendor who is directly involved with the production of items to be sold at a Market. This would include planting, tending, and harvesting produce, and creating craft items from raw materials.

**"Vendor Fees"** means the fees which a Vendor is required to pay under Section 6 below

2. **MARKET POLICIES AND ADMINISTRATION**

A. **Roles of GLC and the City.** GLC shall administer the Lafayette Market as an agent of the City. GLC and the City reserve the right to terminate the Lafayette Market or to change the times, dates, locations, and/or policies relating to the Lafayette Market.

B. **Market Policies.** GLC, with advice from the City, shall establish all Market policies, including policies applicable to customers as well as Vendors, and shall set all Vendor Fees.

C. All Vendor applications are subject to approval by GLC and the City in their sole and absolute discretion. Once approved, a vendor's continued participation in the Market is subject to the continued approval of GLC and the City in their sole and absolute discretion.

D. **Questions and Complaints.** Vendors may direct concerns or questions regarding operation of the Market to GLC, P.O. Box 348, Lafayette, IN 47902-0348. GLC will designate a representative as the contact for all matters concerning the Market.

### 3. **MARKET OPERATIONS**

#### A. **Market Schedules**

1. Except as otherwise provided herein, the Lafayette Market will generally operate from 8:00 a.m. to 12:30 p.m. on each Saturday, starting the first Saturday in May through the last Saturday in October. All dates and times are subject to change as dictated by GLC and the City. Vendors may have access to their space(s) no earlier than 6:30am and must vacate the premises by no later than 1:30 p.m. Vendors who are not in their assigned space(s) by 7:30 a.m. must park off-site and carry items to their assigned spaces, and (ii) for safety reasons, Vendors may not shut down and depart before 12:30 p.m. unless an earlier departure is approved by the Market Master.
2. The Lafayette Market event footprint is subject to use by various festivals and ongoing events in the community. As such, the market may be subject to closing early on any given Saturday to accommodate these events. Notice of these events will be submitted to all vendors in writing as they come to our attention at least seven days in advance.

#### B. **Vendor Documentation**

1. Each Approved Season Vendor must sign a Contract and pay all required Vendor Fees before the Market season begins. Each Approved Daily Vendor must sign a Contract and pay all required Vendor Fees before the first day the Daily Vendor plans to vend.
2. When signing and submitting his or her Contract, each Vendor must submit a certificate or certificates of insurance evidencing adequate insurance to operate such vehicles as are needed to vend at the Market and adequate general liability insurance. GLC may reject or terminate any Contract if GLC and the City determines in its sole and absolute discretion that a Vendor's coverage is inadequate.
3. Vendors must agree to and sign a form of consent for a criminal background check in order to be permitted to vend.
4. Vendors selling products for which sales tax must be collected must provide a Registered Retail Merchant Certificate, which can be obtained from the Indiana Department of Revenue.
5. Vendors who will sell potentially hazardous food must comply with Tippecanoe County Department of Health regulations requiring them to be certified food handlers and must obtain the required permit prior to selling at the Market. Vendors based outside Tippecanoe County must provide their most recent health inspection by their county health department. Vendors who sell potentially hazardous foods that are not permitted by the Tippecanoe County Department of Health will not be permitted to vend.
6. Vendors who are registered with the Women, Infants and Children Nutrition Program (WIC) must observe WIC regulations and must provide proof of WIC registration to GLC.

### **C. Assignment of Vending Spaces**

1. GLC will allocate spaces for Season Vendors in advance of the opening of the Market. GLC will assign spaces for Daily Vendors as available, giving priority to Season Vendors, and may allow Daily Vendors to use any spaces not occupied within one half hour of Market's opening. If, for reasons beyond the control of GLC or the City one or more assigned spaces become unavailable, GLC will make reasonable efforts to reassign the Vendor(s) to another market space. GLC will place Daily Vendors on a call list to be contacted if space becomes available.
2. In assigning spaces, GLC will use a point system that rewards Vendors with the longest and most consistent participation in the Market, based on the number of seasons of participation and the number of days of attendance. GLC will assign Season Vendors spaces prior to the Market season based on the following criteria in the order specified: (1) the total number of points for the Season Vendor as of the end of the prior season; (2) the date on which GLC receives the Season Vendor's Contract and participation fee; and (3) the number of spaces for which the Season Vendor has requested. If payment is not remitted by the application due date, vendors will lose their place in space assignment.
3. With GLC's approval, Daily Vendors at the Lafayette Market may use the south Shook Agency parking area as available. GLC may use this lot for special events and promotions in its discretion. GLC may consider attendance by Daily Vendors at these Markets as a factor in evaluating if a Daily Vendor may become a Season Vendor for the next season.
4. Vendor spaces will be limited to two (2) booths per vendor. Additional requests can be made but will not be granted until all vendor requests have been met.

### **D. Vendor Parking**

1. On Saturdays, Vendors at the Lafayette Market must park and secure their vehicles as directed by GLC. Vendor spaces will be clearly designated by Lafayette Street Department. Vehicles must face the sidewalk with their rear ends toward 5th street and front tires toward the sidewalk with the rear wheels securely blocked. Vendors in the Shook Agency lot must park off site as space is limited. No Market vehicles are permitted in the Shook Agency parking lot during market hours. This will result in immediate removal from the market.

### **E. Equipment and Supplies**

1. Vendors at the Lafayette Market may supply a stand, counter or tables not to exceed the width of his or her stall space(s) and these, including products, tents, and displays, are allowed only up to the spaces designated on the brick pavers by the City of Lafayette Street Department (white rumble strips for the four corners of your space). The back or tailgate of a truck or wagon may be used in addition or in place of the above. This will be enforced and failure to comply may result in the Vendor being barred from participating in the Market. The sidewalk must be kept clear for pedestrian use. Space must be available from the street to reach the sidewalk in each stall space so as not to encroach into an adjoining stall space. Vendors must stay in their assigned spaces, not exceeding the left or right of their space, or encroaching on the right of way in the street. Umbrellas or other weather protective devices may be supplied by the Vendor, who is solely responsible for damages or personal injuries resulting from the use thereof. Produce and products are to be marketed toward the center of 5th Street only. Produce and products marketed from stalls are to be marketed, shown, or placed next to or on its presenting vehicle, counter, table(s), or the street, as directed by GLC. On Saturdays, Vendors at the Lafayette Market will be selling from the street as prescribed by GLC. **All tents and/or canopies must be adequately anchored with ballast, minimum of 5 pounds per pole, and are subject to inspection by GLC. Vendors**

**will be inspected for appropriate anchors and will not be permitted to set up canopies and/or tents without such weights, regardless of weather.**

## **F. Vendor Conduct**

1. Vendors must comply with all laws and regulations that apply to them. Vendors must also agree to and sign the vendor conduct agreement prior to being allowed to vend.
2. Vendors must comply with the Product Rules.
3. Vendors may not sell any products or goods at the Lafayette Market that include or embody any Purdue trademark, service mark, trade name or other Purdue intellectual property unless properly licensed.
4. Season Vendors who are scheduled to vend at the Lafayette Market on Saturdays must let GLC know if they will not be attending on a particular Saturday by no later than the preceding Thursday at 5 pm. Emergency cancellations should contact the Market Master no earlier than 6am the day of the event. All other cancellations should come via email or phone call to Market Manager.
5. Vendors must set up their own displays on each day they offer goods for sale at the Market. Vendors must be present while their goods are offered for sale. Vendors may not share their assigned space with others without the consent of GLC, but they may assign persons to assist them. Vendors retain full and exclusive responsibility for their Market space(s), for their sales, and for the actions of their assistants.
6. Vendors must clearly label each product to show which Approved Category the product falls. Vendors must clear label all products (other than concessions) that were not produced by the Vendor, specifying the product's place of origin. The price of all items must be clearly indicated. GLC may require Vendors who fail to provide adequate labeling to correct the failure.
7. Vendors who are cooking on-site must keep a fire extinguisher that is always visible and accessible. Grills used for cooking are subject to inspection and are to be located as directed by GLC.
8. Vendors who are preparing food on-site at the Lafayette Farmers Market must provide a hand washing station.
9. Vendors selling any article by weight or measure at the Market must contact Tippecanoe County Weights and Measures (765/423-9794) to arrange for their scales to be inspected. All scales must be certified and approved for commercial sales prior to vending at the Market.
10. Vendors who sell SNAP eligible items are required to accept SNAP tokens as payment.
11. Vendors are in charge of ensuring the tokens they accept for SNAP purchases are issued by the Lafayette Farmers Market. Payment for non-Lafayette Farmer's Market SNAP Tokens will not be issued by the Lafayette Farmers Market and non-eligible tokens will be returned to the Vendor.
12. Vendors are responsible for ensuring all foods exchanged for Lafayette Farmers Market SNAP Tokens are eligible food items as outlined by the USDA. Vendors should refer to the USDA Guidelines or the Market Manager for more information on eligible food items. [What Can SNAP Buy? | USDA-FNS \(www.fns.usda.gov/snap/eligible-food-items\)](http://www.fns.usda.gov/snap/eligible-food-items)

13. SNAP Tokens should be submitted to the Market Master on the last Saturday of the month for reimbursement. Vendors will be issued a receipt on site that states their submitted tokens. A reimbursement check for this value will be mailed to the address in the contract and addressed to the preferred payable contact outlined in the below application within 21 days.
14. Vendors must dress appropriately, including shoes and shirts.
15. Vendors must maintain their space(s) in a clean, safe, and sanitary manner, including protecting the pavement from oil or fuel drips from any part of the Vendor's vehicle. Vendors must haul away all trash or garbage that is generated in or around their booths and must sweep up and remove all debris on the ground. Vendors may not dispose of produce waste, overripe or leftover produce or boxes in any on-site or off-site garbage cans or dumpsters surrounding the Market site. Vendors using cups, etc. for sampling purposes must supply a small trash can or attach a small garbage bag to their booth for their customers. Vendors should bring their own brooms and dust pans.
16. Vendors must always keep all food items at least 6 inches off the ground.
17. Vendors may not smoke in the Market area.
18. Vendors may not bring animals to the Market area, unless required due to disability.
19. Vendors must always keep a watchful eye on their children and may not allow their children to wander the Market area without a parent or guardian.
20. Vendors must permit periodic on-site inspections with at least 24 hours advance notice of their farm or business locations by GLC to verify compliance with these Terms and Policies.
21. Vendors must permit inspections by the Tippecanoe County Department of Health.
22. Vendors will cooperate with GLC and/or its designees in conducting promotions and events to attract additional customers and to add to the atmosphere of the Market.

#### **4. PRODUCT RULES**

##### **A. Product Source**

1. At least 70 percent of all products that a Vendor sells, excluding concessions, must have been produced by that Vendor, with this percentage based on the prices charged by the Vendor. For example, assume that a Vendor offers to sell (i) 125 dozen ears of sweet corn produced by the Vendor for a price of \$3 per dozen ears, for a total of \$375, (ii) potted plants and herbs produced by the Vendor whose total price is \$100, and (iii) craft items produced by the Vendor whose total price is \$150. Under these assumptions, the Vendor may also sell sweet corn or other products not produced by the Vendor that fall within any of the approved categories, so long as the total price of the additional sweet corn and/or other products would not exceed \$267.86, calculated as follows:

$$[(\$375) + (\$100) + (\$150)] \div (.7) = [(\$625)] \div (.7) = \$892.86 (\$892.86) - (\$625) = \$267.86$$

2. However, the other 30 percent of product or products that a Vendor may sell but that the Vendor did not produce (excluding concessions) must have been purchased by the Vendor directly from the producer of the product.
3. Vendors may not sell any products that they purchased from wholesalers, distributors, retailers, or in an auction, provided that concessions need not be purchased directly from their producers. Before each market season begins, Vendors must provide to GLC the name, address and telephone number of

each farmer or other producer whose products the Vendors intend to sell in accordance with the foregoing. Exceptions may be made in the event of acts of God.

4. All products for sale are subject to the approval of GLC and the City in their sole and absolute discretion.

**B. Product Quality** All edible goods must be safe for human consumption. The Vendor is solely responsible for any damages resulting from the sale of unsound or unsafe goods. If GLC determines that a Vendor is offering any low quality or unsafe product, GLC may require the Vendor (i) to remove the low quality or unsafe merchandise from the Market immediately and/or (ii) to vacate the Market.

**C. Approved Categories** Vendors may only sell products that fall within one of the following Approved Categories:

1. Home Grown/Processed Farm Fresh by the Vendor: fresh and unpackaged home-grown vegetables, fruit, nuts, and cut flowers; potted plants and herbs (annuals and perennials); dried flowers; and fresh, home grown food products that are minimally processed and packaged in new containers by the Vendor such as honey, other syrups, dried spices and herbs, flour, cornmeal, unpopped popcorn, seeds, canned produce, cider and other pressed juices, dairy products, and vinegars.
2. Organically Home Grown/Processed Farm Fresh by the Vendor: any of the produce or products described in (A) that have been organically grown, or made from produce organically grown, on a Vendor's own farm. Only products which have been organically grown by a Vendor who is an organic farmer may be sold in this category. To sell in this category, a Vendor must be listed as an "organic farmer" with the appropriate state department in Indiana or the state of his/her residence.
3. Other Indiana Farm Produce or Products: any of the produce or products described in (A) that the Vendor purchased directly from other farms or producers within Indiana, or any such products such as bakery goods produced by an Indiana commercial bakery.
4. Farm Produce or Products from Outside Indiana: any of the produce or products described in (A) for sale or obtained for resale from outside of Indiana.
5. Concessions: food and/or beverages for sale and immediate consumption at the Market. Food and/or beverages sold as concessions must be prepared by the vendors; no pre-packaged food and/or beverages sold as concessions may be purchased from wholesalers, distributors, or retailers.
6. Arts/Crafts/Misc: handmade or handcrafted products which have been approved by GLC may be sold in the Market if space is available. Vendors who have a storefront business will also be permitted to vend if approved by GLC. All products that are not produced by the Vendor must be products of the USA.

## **5. VIOLATIONS**

- A. **Excess Sales of Products Not Produced by a Vendor.** If GLC determines that a Vendor has sold or is attempting to sell products purchased directly from a third-party producer that total more than 30 percent of the total products the Vendor has sold or is attempting to sell, GLC shall notify the Vendor of noncompliance immediately. If a Vendor fails to correct such noncompliance immediately upon receiving such notice, GLC shall revoke the Vendor's vending privileges immediately.
- B. **Sales of Products Neither Produced by a Vendor Nor Directly Purchased From the Producer.** If GLC determines that a Vendor has sold or is attempting to sell any products that the Vendor did not either produce or buy directly from another producer, GLC shall revoke the Vendor's vending privileges immediately.

- C. **Improper Denial of SNAP Tokens as Payment** If GLC determines that a Vendor has inappropriately denied the exchange of SNAP eligible goods for Market-approved SNAP Tokens presented by a customer, GLC shall notify the Vendor of noncompliance immediately. If a Vendor fails to correct such noncompliance upon receiving notice, GLC shall revoke the Vendor's vending privileges immediately.
- D. **Unsafe or Illegal Conduct.** GLC may immediately terminate a Vendor's vending privileges immediately if the Vendor is selling unsafe or dangerous products, if the Vendor is violating any applicable law, rule or regulation, or if the Vendor is otherwise engaged in any unsafe or illegal activity.
- E. **Sale of Products not produced in a Certified Commercial Kitchen.** The Market does not allow Home Based Vendors to vend at the market or observe a "cottage law". All processed food must be prepared in a certified commercial kitchen as designated by the county health department. If GLC determines that a vendor has sold or is attempting to sell any products that were not created in a certified commercial kitchen, GLC shall revoke the Vendor's vending privileges immediately.
- F. **Sale of Unpasteurized Milk Products.** The Market does not allow the sale of "raw" or unpasteurized milk either for human or animal consumption. If GLC determines that a vendor has sold or is attempting to sell milk that is "raw" or unpasteurized, GLC shall revoke the Vendor's vending privileges immediately.
- G. **Procedures for Determining Compliance or Violations.**
1. GLC may use its own observations, information provided by third persons, and information gathered in inspections to determine if a Vendor has complied with these Terms and Policies.
  2. GLC will notify a Vendor if one or more of the Vendor's products offered for sale at the Market appears to violate a Product Rule or is being investigated to determine if it violates a Product Rule or otherwise does not comply with these Terms and Policies. GLC may arrange for an inspection of the Vendor's production location and methods, with such inspection to be conducted by GLC or its designee. GLC will immediately terminate the vending privileges of any Vendor refusing to allow such an inspection.
  3. GLC will always retain the authority to request a Vendor to correct any failure to comply with these Terms and Policies immediately, and to suspend the vending privileges of any Vendor who fails to make the required protection.
  4. A Vendor whose vending privileges have been terminated will not be eligible to re-apply to become a Vendor until at least 12 months have expired following the date on which the Vendor's vending privileges were terminated.
  5. Notwithstanding any other provision in these Terms and Conditions, GLC may terminate a Vendor's vending privileges and the Vendor's Contract at any time if GLC or the City determines in its or their reasonable judgment that a Vendor has failed to comply with any provision in these Terms and Policies. No Vending Fees will be refunded.

## 6. **VENDOR FEES**

- A. **Amount of Vendor Fees** Each Vendor shall pay the following non-refundable Vendor Fees:

Fee for Saturday (Downtown Market) full season per space - \$325  
Additional fee for Saturday anchor (corner) space full season - \$75 per space  
Daily fee per space for Saturdays - \$30/day

- B. **Timing and Method of Payment** Season Vendors must pay Vendor Fees for a full season by cash, credit card or check payable to GLC, in full by **April 16th, 2021**, unless a payment agreement has been submitted. Daily Vendors must pay Vendor Fees in advance through GLC by visiting our website or paying in person.

Daily vendors may also call our office for a credit card payment at (765) 742-4044. Daily vendors must submit payment for the market date they wish to attend by 5pm on the Friday immediately preceding the intended market. Daily vendors who do not submit payment will not be allowed entry to the market on their date of intended attendance. **Payment will not be accepted in check or cash form the day of the market.**

## **7. COVENANT NOT TO SUE AND RELEASE OF ALL CLAIMS**

- A. **Lafayette Market.** Each Vendor at the Lafayette Market, on behalf of himself, herself, or itself and his/her/its dependents, employees and agents, unconditionally promises not to assert or file, and hereby unconditionally releases, any action or suit at law or in equity alleging personal or bodily injury, death, or property damage in connection with or as a result of any activity under or in connection with this Contract, against (i) GLC or GLC's directors, officers, employees or agents, (ii) the City or the City's officers, employees or agents, or (iii) Coldwell Banker/The Shook Agency, Bistro 501, The Historic Lahr Apartments, the Knickerbocker Saloon, Roth Florist, Legal Aid Corporation of Tippecanoe County, Mulhaupt's, Inc., Altman Investments, Sweet Revolution Bake Shop, Salin Bank, BandK LLC, Marquis Doll Museum & Restoration, Regions Bank, Sunrise Diner or (iv) any other property or area that is designated for Vendor use and any other adjacent property owner, tenant or business, regardless of the negligence or other fault of any of the foregoing, excepting therefrom any injury or damage to the extent caused by willful or gross negligence.
- B. **Survival.** This Section 7 shall survive any termination of the Contract.

## **8. INDEMNIFICATION**

- A. **Lafayette Market.** Each Vendor at the Lafayette Market agrees to fully indemnify and hold harmless (i) GLC and GLC's directors, officers, employees and agents, (ii) the City and the City's officers, employees and agents, and (iii) Coldwell Banker/The Shook Agency, Bistro 501, The Historic Lahr Apartments, the Knickerbocker, Roth Florist, Legal Aid Corporation of Tippecanoe County, Mulhaupt's, Inc., Altman Investments, Sweet Revolution Bake Shop, Salin Bank, Marquis Doll Museum & Restoration, Regions Bank, Sunrise Diner or (iv) any other property or area that is designated for Vendor use and all other adjacent property owners, tenants, and businesses, from any and all claims asserting liability, loss, bodily injury, death, or property damage, including settlements, judgments, and reasonable attorney fees and litigation expenses, arising from or related in any way to Vendor's participation in the Lafayette Market, regardless of the negligence or other fault of any of the indemnified persons or parties, excepting therefrom any injury or damage to the extent caused by willful or gross negligence of the party seeking indemnification.
- B. **Survival.** This Section 8 shall survive any termination of the Contract.





## Lafayette Farmers Market Application to Vend at 2021 Market

Representative Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Address (if different from above): \_\_\_\_\_

Commercial Kitchen Address: \_\_\_\_\_

Types of Products, Produce, or Items Vendor Intends To Sell At The Market:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Write a statement about your products that you would like to include on our website.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Where can customers locate your business online?

\_\_\_\_\_

Please indicate to whom SNAP Reimbursement Checks should be made to and the mailing address, if different from above.

\_\_\_\_\_



# Lafayette Farmers Market

## Application to Vend at 2021 Market (cont.)

**Vendor Category or Categories (Check one space)-(See #2 under "Terms and Policies..."):**

- A. Home Grown/Processed Farm Fresh by the Vendor
- B. Organically Home Grown/Processed Farm Fresh by the Vendor
- C. Other Indiana Farm Produce or Products (up to 30% only)
- D. Other Farm Produce or Products from Outside Indiana (up to 30% only)
- E. Concessions
- F. Arts/Crafts/Miscellaneous

**CSA Participant?** \_\_\_\_\_ **WIC Program Registration No.** \_\_\_\_\_

**Requested Space No(s)** \_\_\_\_\_ (based on space availability, cannot be guaranteed)

**Do you intend to join our market as a Season Vendor (<75% of markets) or as a Daily Vendor (>75% of markets)?**

Season Vendor (May-October 75% of Markets)     Daily Vendor (occasionally or less than 75% of Markets)

Total Number of Spaces Requested (2 Max At Each Market)

Are you requesting an anchor space?

I give GLC permission to release my contact information to customers interested in contacting me for information and or special orders.

Please submit completed application and all supporting documentation Greater Lafayette Commerce via email or mail at the information below.

**PLEASE SUBMIT BY APRIL 16, 2021 FOR FULL CONSIDERATION**

Applicant Signature:

Date:

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FOR OFFICE PURPOSES ONLY: Received \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_ Notification \_\_\_\_\_



## Lafayette Farmer's Market Code of Conduct

The primary purpose of this Code of Conduct is to ensure the well-being of all participants. Vendors are expected to behave courteously to customers, other vendors, and market staff. It is the market's intent to serve the public and create a friendly atmosphere that will benefit both the vendors and customers.

As a Lafayette Farmer's Market vendor and/or their representative, I will:

- Respect and adhere to all rules established by the Lafayette Farmer's Market
- Comply with all applicable laws and ordinances
- Comply with all terms of the Vendor's application and contract
- Keep in force all insurance required by GLC and the City
- Not willingly deceive or exploit customers or GLC concerning Market business
- Demonstrate the highest standards of personal behavior and integrity at all times
- Treat everyone with respect. Rude, violent, aggressive, uncooperative, belligerent or threatening behavior toward others will not be tolerated.
- Under no circumstance, attend or participate in the Lafayette Farmer's Market while under the influence of alcohol and/or controlled substances
- Comply with reasonable requests of GLC and the City

It is important that all Lafayette Farmer's Market vendors and/or their representatives comply with the Code of Conduct. Failure to comply with any component of the code or participation in other inappropriate conduct as determined by the Market Manager, Market Master, or any of its affiliates, may lead to dismissal as a vendor at the Lafayette Farmer's Market.

I have read the Lafayette Farmer's Market Vendor Code of Conduct above and agree to comply with it.

Name \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

**Without signed copy of Code of Conduct, vendors cannot participate in the Lafayette Farmer's Market.**

**If you registered for our market using the online portal, you do NOT need to submit this form.**



## Payment Agreement Form Explanations

### Payment Agreement Form – Mandatory For All Applicants

The below payment agreement document is how payments made to the Lafayette Farmers Market will be collected and recorded. Our market has three options for payments. You may choose to make a Payment Upon Approval, choose Payment Deferral, or make a Payment Agreement. This completed form is mandatory and must be included with your submitted documents. Here's what these options mean for you:

- **Payment Upon Approval:** Please choose this option if you intend to remit payment on your entire outstanding balance by April 16<sup>th</sup>, 2021. You may choose to pay by check (sent to Greater Lafayette Commerce) or by card by using the space indicated on the form below. Greater Lafayette Commerce will hold your check or credit card information until your application is approved. You may also choose a date of charge, given it is prior to end of day April 16<sup>th</sup>. An email notifying you of your upcoming date of charge would be sent at least one day prior as a reminder.
- **Payment Deferral:** This option allows a vendor to pay the full amount due at a later date by using a post-dated check or agreed pay-date charge using a credit card. To opt into this program, please select 'Payment Deferral' on the attached payment sheet. Greater Lafayette Commerce will charge a deposit fee of 10% of your total booth cost at approval and hold your check or credit card information for the remaining balance until the agreed pay date as stated on the payment sheet. An email notifying you of your upcoming date of charge will be sent at least one day prior as a reminder. Payment Deferrals payments must be received no later than July 1<sup>st</sup>. Checks for payment deferrals must be received by April 16<sup>th</sup> or within 14 days of approval.
- **Payment Plan:** Payment Plans allow a vendor's outstanding balance to be broken into smaller payments that are then paid over an amount of time by using multiple post-dated checks or pay-date charges via credit card. To opt into this program, Greater Lafayette Commerce will charge a deposit fee of 10% of your total booth cost at approval and hold your check or credit card information for the remaining balance. At the agreed payment dates, Greater Lafayette Commerce will complete the appropriate transaction to gain the agreed payment on the agreed date. If opting into a credit card payment, a charge on the supplied card information will occur on the pre-agreed dates. If paying by check, the coordinating check will be submitted on the pre-agreed dates. Reminder, all post-dated checks must be submitted as a group by April 16<sup>th</sup>. An email notifying you of your upcoming charge would be sent at least one day prior as a reminder. Payment Plans must begin with a deposit at time of approval to join the market as a vendor and can extend no more than 90 days from date of first market attended.

**It is the duty of the vendor to submit correct payment information. If credit card or banking information changes, vendors must alert the Market Manager and submit new payment information. Submitting incorrect payment information may result in termination from the Lafayette Farmers Market.**



## LAFAYETTE FARMERS MARKET PAYMENT AGREEMENT

Business Name \_\_\_\_\_ Representative \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip Code \_\_\_\_\_

E-Mail \_\_\_\_\_ Phone \_\_\_\_\_

**Payment For:** \_\_\_\_\_ Season Space - \$325      \_\_\_\_\_ Anchor Space - \$75

**Payment Plan Chosen:** \_\_\_\_\_ Payment Upon Approval      \_\_\_\_\_ Payment Deferral      \_\_\_\_\_ Payment Plan

**Total Amount Due (Beginning Balance) .....** \$ \_\_\_\_\_ **Deposit Due .....** \$ \_\_\_\_\_

AGREED PAYMENT DATE <small>Signer Complete Section</small>	ACTUAL PAYMENT DATE <small>For Office Use</small>	PAYMENT AMOUNT <small>For Office Use</small>	BALANCE <small>For Office Use</small>	RECEIVED BY <small>For Office Use</small>
Deposit Date ____/____/____	____/____/____	\$	\$	
____/____/____	____/____/____	\$	\$	
____/____/____	____/____/____	\$	\$	
____/____/____	____/____/____	\$	\$	
____/____/____	____/____/____	\$	\$	

\_\_\_\_ Payment will be made by credit card, which I authorize you to use.

\_\_\_\_ Payment will be made by check by April 16<sup>th</sup>, 2021.

- Payment Plans and Payment Deferrals will have checks submitted within 14 Days of approval OR by 4/16/21.

**Credit Card:**

Name on Card \_\_\_\_\_

Card Number \_\_\_\_\_ Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_ CSV \_\_\_\_\_

Billing Address (if different from above): \_\_\_\_\_

I agree that the above schedule of payment is an acceptable resolution to help retire my debt with the Lafayette Farmer's Market in exchange for a space in this event's footprint and I will remain current with this agreed Payment Plan. I also agree that Greater Lafayette Commerce dba Lafayette Farmers Market may hold my payment information through the agreed payment date or until my debt is settled.

**Business Representative "DEBTOR"**

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

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



## LAFAYETTE FARMERS MARKET PAYMENT AGREEMENT

This Payment Agreement (the "Agreement") is entered into on \_\_\_\_/\_\_\_\_/\_\_\_\_ (the "Effective Date"), by and between *Greater Lafayette Commerce dba Lafayette Farmers Markets*, with an address of *337 Columbia Street, Lafayette, Indiana 47901* (the "Debtee") and \_\_\_\_\_, with an address of \_\_\_\_\_, (the "Debtor"), collectively "the Parties."

WHEREAS, Debtor owes Debtee a certain debt; and

WHEREAS, this debt, when paid in full, holds non-designated space(s) at the Lafayette Farmers Market event as outlined in the Lafayette Farmers Market contract, each Saturday May 1<sup>st</sup>, 2021 to October 30<sup>th</sup>, 2021; and

WHEREAS, Debtee and Debtor desire to enter into an agreement to memorialize this debt and an associated payment plan

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the Parties agree as follows:

1. **Debt Amount.** Debtor agrees he/she/it owes Debtee a beginning balance of \$\_\_\_\_\_ (the "Debt") and, if opting into Payment Deferral or a Payment Plan, that 10% of this beginning balance will be debited on the approval date.
2. **Payment Agreement.** The Parties agree to the attached Payment Agreement. Debtor represents and warrants that he/she/it enters that this agreement was developed in such a manner that he/she/it can make the required payment without causing further debt or detriment.
3. **Release and Indemnification.** By entering into this Payment Agreement, Debtee agrees to release Debtor from any previous claims, actions and/or liabilities due to the Debt. The Parties agree this Agreement does not release Debtor of any obligations to pay the Debt.
4. **Default.** If Debtor defaults on its payment and fails to cure said default within a reasonable amount of time, Debtee will have the option to declare the entire remaining amount of Principal and any accrued Interest immediately due and payable.
5. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
6. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
7. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
8. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees, collection fees and the like.
9. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.
10. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties reside/do business. In the event that the Parties reside/do business in different States and/or Countries, this Agreement shall be governed by Indiana law.
11. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire Payment agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**"DEBTOR" (Vendor)**

Signed: \_\_\_\_\_

By: \_\_\_\_\_

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

**"DEBTEE"**

Signed: \_\_\_\_\_

By: \_\_\_\_\_

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



## Secondhand Sales Disclosure & Acknowledgement

If your business purchases and resells items produced or created by another entity, you are required to submit this form. Secondhand sales include any products or produce in which your business did not grow, produce, or create that were purchased from another seller. Per our market guidelines, secondhand sales per vendor may not be more than 30% of total sales or total item quantity. Items purchased through a wholesaler, retailer, auction, or distributor are ineligible to be sold at our market. Selling items from these ineligible sources may result in a termination from our market.

**Instructions:** Complete Section One with your information to acknowledge our market's secondhand sales policy. Complete Section Two to disclose your secondhand sales by completing either Option One or Option Two. Please review directions listed under both options to complete form correctly.

**"Lafayette Farmers Market"** is defined as the Saturday farmer's market located on 5<sup>th</sup> Street, between Columbia and Main Streets, in Lafayette, Indiana, operating from May to October.

**"Business Representative"** is defined as the full name of the responsible party of a booth vending at the Lafayette Farmers Market. This may be the business owner or a management employee.

**"Business Name"** is defined as the operating title of the vending booth as submitted on the Lafayette Farmers Market application.

**"Vendor"** or "Vendors" means either a Season Vendor or Daily Vendor who is directly involved with the items to be sold at the Lafayette Farmers Market, as well as the management of the booth. See also "Business Representative."

**"Direct Producer"** is the business name or first and last name of the individual who has produced the product in which the vendor is selling.

### Section One:

#### Vendor Acknowledgement of Non-Produced Product Policy:

In compliance with the Lafayette Farmer's Market policy, Section 4 Item A, I, the representative of the business named below, acknowledge that up to 30% of the products my business sells at the Lafayette Farmer's Market is procured through a secondary party who has directly produced the products I am to sell, in accordance with the market policy. I understand that a secondary party can not include wholesalers, retailers, distributors, or an auction. I also understand that a breach of this policy may result in my termination, without refund, from the Lafayette Farmer's Market.

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Business Representative Name

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Signature

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Business Name

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Date



## Secondhand Sales Disclosure & Acknowledgement (cont.)

### Section Two:

#### Option One: Direct Producer Acknowledgment and Disclosure

Directions: This Option Should Be Completed By The Direct Producer

I, the "Direct Producer," do so acknowledge that my business or individual self provides the vendor listed above with products that myself or my business has produced directly. These items, in their final form, have not been obtained from a wholesaler, retailer, distributor, or auction. I also acknowledge it is the "Vendors" intent to sell these items in collaboration with the "Vendors" own produced products, as well as the possibility of other "Direct Producers", at the Lafayette Farmer's Market.

Description of Products Provided To Vendor:

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_____	_____	_____	_____
Direct Producer Representative	Signature	Direct Producer Business Name	Date
_____		_____	
Direct Producer Business Address		Direct Producer Phone Number	

#### Option Two: Direct Producer Acknowledgement and Disclosure

Directions: This section is to be completed by the vendor if the Direct Producer is unable to complete Option One.

I, the "Vendor" named above, do so acknowledge that my business procures the following products, of which all have been produced directly by the "Direct Producer" named below. These items have not been obtained from a wholesaler, retailer, distributor, or auction. I also acknowledge that the "Direct Producer" understands and accepts my intent to sell these items in collaboration with my business's own produced products, as well as the possibility of other "Direct Producers", at the Lafayette Farmer's Market.

Description of Products Provided To Vendor:

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_____	_____
Direct Producer Representative	Direct Producer Business Name
_____	
Direct Producer Business Address	Direct Producer Phone Number





## LAFAYETTE FARMERS MARKET APPLICATION FAQS

### **Do I need to complete a paper application if I completed an online application?**

No. If you have completed your online application, please only submit the remaining supporting documents. These can be submitted via email or printed and mailed in.

### **When are my documents due?**

Documents should be submitted within seven days from application submission. All documents are due by April 16<sup>th</sup>, 2021 for full consideration as a season vendor. Requested spaces will not be held without all documentation submitted.

### **What if I am waiting on a document and don't want to lose my space?**

If you are waiting on documents from a third party, please submit your application and the supporting documents you have. Be sure to include an explanation of any missing documents.

### **Should I complete the Secondhand Sales Disclosure Form?**

If you purchase items (produce, art, health and beauty items, etc) in their final form and intend to sell these items at your booth, you must complete the Secondhand Sales Disclosure Form. Reminder: Items must be produced first-hand and cannot be purchased from a retailer, wholesaler, distributor, or auction.

### **What are the dates of the 2021 season?**

Our market will run Saturdays from May 1<sup>st</sup> to October 30<sup>th</sup> 2021 from 8am-12:30pm on 5<sup>th</sup> Street in downtown Lafayette.

### **What happens to my card payment information?**

If you choose to pay by card and complete the Payment Agreement Form, Greater Lafayette Commerce will securely hold your information until your payment is completed. After your payment(s) are completed successfully per your chosen payment agreement, your payment information is redacted from the document. Greater Lafayette Commerce will not sell or share your information or store your card payment information elsewhere.

### **Can I pay my fees by phone?**

Yes. If you plan to pay your entire balance by April 16<sup>th</sup>, 2021, you may contact Greater Lafayette Commerce at 765-742-4044 to submit a payment by phone. Please note that we can only process card payments by phone.

### **Can I pay my fees with cash?**

Yes. If you plan to pay your entire balance by April 16<sup>th</sup>, 2021, you may visit Greater Lafayette Commerce by appointment and submit a cash payment.

### **Where can I mail a check?**

You may submit checks by mail to PO Box 348, Lafayette Indiana 47901. Please use 'Attention: Lafayette Farmers Market' when addressing.

### **If I have questions, who can I contact?**

Our Market Master is always available. You may contact them at 765-742-4044 or [glfarmersmarket@greaterlafayettecommerce.com](mailto:glfarmersmarket@greaterlafayettecommerce.com).



## Lafayette (IN) Farmer's Market Checklist

We are so excited for you to join our market! Here's a quick checklist of items to submit before your application will be considered. Not all of these apply to every vendor, but it's a good idea to read through each item.

### Mandatory:

- Review of Lafayette Farmer's Market Contract**
- Completed Application – Online or Paper**
- Certificate of Insurance – Commercial General Liability**

Certificate Holder: Greater Lafayette Commerce, P.O. Box 348, Lafayette, IN 47902

- General Aggregate \$2,000,000
- Products/Completed Operations Aggregate \$2,000,000
- Each Occurrence \$1,000,000

- Proof of Vehicle Insurance**
- Code of Conduct Reviewed and Signed – Paper Only**
- Payment Agreement Completed**

### If Applicable:

- Registered Retail Merchant Certificate**
  - Only applicable if Sales Tax applies to your product. Available through Indiana Department of Revenue.
- Secondhand Sales Disclosure**
  - Complete this form if you sell items you did not produce or create firsthand.

Great! You've completed the list! Note that we may also request the following documentation before you are permitted to vend: Most recent health inspection, proof of purchase of seeds, plants, or produce, and/or certified food handler certificate.

Please submit these items to by email (preferred) or mail to the information below. Remember, all documents must be submitted for your application to be considered. We will review your documents and application within 14 days. Please watch your email for our final decision and more information on next steps.

Market Master

Lafayette Farmers Market

[www.LafayetteFarmersMarket.com](http://www.LafayetteFarmersMarket.com)

PO BOX 348, Lafayette IN 47902

[glfarmersmarket@greaterlafayettecommerce.com](mailto:glfarmersmarket@greaterlafayettecommerce.com)