



City of Aberdeen – Aberdeen Main Street
 Second Saturday/Farmers Market Vendor Application
 May 14 – October 8 * Aberdeen Festival Park
 410-272-1600 ext. 213

Vendor's Name:		
Business Name (if applicable):		
Address:		
City	State:	Zip:
Phone:	Cell:	
Email:	Website:	

Prior to completing the application, please read the entire Vendor Application and Agreement and make sure your product meets the criteria and that you can meet the rules and the Market, Product categories that we **do not accept** are:

1. Charitable/fundraisers
2. Any resale/flea market type merchandise

The primary theme of the Market is related to produce, plants, and specialty homemade or handmade items. Please list and describe in detail all proposed items for sale. Application process will begin once we receive a fully completed application.

Item Name	Item Description

By signing below, the above Vendor acknowledges that application submission and approval by the City of Aberdeen and the Market Manager, DOES NOT reserve market space or guarantee market space availability. Once application is submitted, a review and approval must be made solely by and at the discretion of the Market Manager. The Market Manager may deny any vendor that does not meet the needs of the market and market product quality standards and this is observed on a case-by-case basis. Market space is limited by product category. The Market Manager can cancel or modify this agreement at any time. Vendor acknowledges that such Policies and Procedures may be amended from time to time in writing in a timely manner by the Market Manager and agrees to abide by the terms of any such amendments. If Vendor continues to vend at the Market following the adoption of such amended Policies and Procedures and the Vendor acknowledges that violation of such amended Policies and Procedures may result in loss of the City of Aberdeen Farmers Market rental privileges.

Hold Harmless/Indemnification/Copyright Agreement

Vendor shall indemnify and hold harmless the City of Aberdeen and Market Manager, from and against any and all liability, claims, demands, damage, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney’s fees for trial and on appeal, of any kind of nature arising out of or in any way connected with this Contract or Vendor’s 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 of omission of Vendor, its agents, servants, employees, customers, patron or invitees.

Vendor is responsible for all monies collected from the sale of Vendor’s goods plus collecting and reporting of sales tax. The City of Aberdeen and the Market Manager are in no way responsible for any lost or stolen monies or times.

Vendors assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, 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 the City of Aberdeen and Market Manager from all damages, costs and expenses in law or on account of any patent, trademark, or copyright materials, equipment, devices, processes, or dramatic rights furnished or used by the Vendor in connection with this Agreement and will defend the City of Aberdeen and Market Manager from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Aberdeen, Maryland and shall be construed in accordance with the laws of Maryland.

Signature below indicates that Vendor has carefully read and understands all of the above terms and requirements and the attached as Exhibit “A”, Aberdeen Farmers Market Policies and Procedures, and incorporated herein by reference, and that any violation of such may result in loss of City of Aberdeen Farmers Market rental privileges.

Your Signature _____

Print name _____ Date _____

Vendor fee for the Aberdeen Farmers Market will be \$140.00 for the entire season, May 14 - October 8 or \$25.00 per Market month. Checks are to be paid before the Market start date and payable to City of Aberdeen, 60 N. Parke St. Aberdeen, Md. 21001. **A \$30.00 fee will be imposed for returned checks and the vendor privilege of this form of payment will be discontinued.** Credit cards are not accepted.

Exhibit "A"

City of Aberdeen – Aberdeen Main Street Farmers Market Police and Procedures

***Initials in the spaces provided in the following sections indicates that the Vendor has carefully read and understands each section ***

PART 1

GENERAL MARKET PARAMETERS

____The Market Manager is responsible for the recruitment of Vendors, distribution and explanation of Market policies and procedures, approval of merchandise to be sold and execution of Vendor agreements. The Market Manager is responsible for the day-to-day operations of the Market and shall be Vendor’s point of contact for questions and issues that arise during the market. The market Manager may move any vendor at any time for any reason. The market manager reserves the right to determine whether proposed merchandise meets the market objectives and criteria for participation. No Vendor is permitted to add new items for sale unless the Market Manager approves it first.

____The Market will be open to the public from 3:00pm - 7:00pm on the second Saturday of each month May-October. The MarketManager maintains the right to close the Market any Saturday for any reason.

____Product categories permitted to be sold at the Market are limited to plants, and other garden related items, baked goods, produce, dry goods, seasonal items, art, jewelry and handmade items with qualifying criteria is each category. The market encourages participation by local famers, growers, artists, etc. The sale of flea market resale type items is **not permitted**. All items for sale must be approved by the Market Manager and the City of Aberdeen, prior to Vendor’s use of a space at the Farmers market. When adding any additional items to a booth for sale the Market Manager and the City of Aberdeen must approve such items in advance. Vendor is given a non-exclusive right to sell items and in no way does the Market Manager’s approval constitute granting of an exclusive right to sell such items. NO fund-raising/charitable booths will be approved.

____Vendor fee for the Market will be \$140.00 for the 2022 Farmers Market season May - October in Festival Park or \$25.00 per month. **The Market Manager determines where each vendor is placed within the Market and may limit the amount of space to use by any one Vendor.** No. Vendor space is permanent and maybe moved or removed at any time by the Market Manager.

PLEASE INDICATE WITH A VHECK MARK EACH MONTH THAT YOU WILL BE PARTICIPATING IN THE 2022 ABERDEEN FARMERS MARKET:

____May 14

____June 11

____July 9

____August 13

____September 10

____October 8

SET-UP AND BREAK-DOWN/MARKET OPERATIONS

___ Setup is NOT permitted until all current fees and other monies owed, if any, have been paid to the Market Manager.

___ Vendors must be set up by 3:00pm in Festival Park and are not authorized to leave Market until 7:00pm unless all items are sold out, or advance notice has been given to Market Manager. Vendors must tear down tables and tents and pack all supplies, before getting their vehicle. When in designated market area Vendors should drive no faster than walking speed.

PART II

VENDOR SET-UP

___ Vendors are responsible for all set up materials including, but not limited to, tables, tents, umbrellas, chairs, signage and tablecloths. The City of Aberdeen Farmers Market does not require a tent. The City of Aberdeen does not supply tables, chairs, tents, etc. Vendors are responsible for bringing their own items.

___ Vendors shall maintain their booths in a neat, organized manner, free from clutter.

PART III

PHOTOGRAPHS/VIDEO

___ By Vendor's operation at the Market, Vendor consents to the City of Aberdeen Farmers Market's right to photograph or video any Vendor or Vendor table for the use of advertising or promotion of the Market. All images will become the property of the City of Aberdeen.

ENFORCEMENT OF RULES

___ Violation of any general public safety rules or Market policy listed in this Agreement by Vendor or Vendor's staff, or exhibition of improper behavior may result in termination of space rental. Vendors shall generally be given a written warning as a courtesy from the market Manager of any such violation but is not required prior to termination. The Market Manager and/or City of Aberdeen may remove the Vendor if such violation(s) occur without warning.

___ 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.

PART IV

INCLEMENT WEATHER

The Market Manager and City of Aberdeen's prime concern is the safety during bad weather conditions, such as wind, rain, and lightening. The following polices will be enforced each month. It is understood that the prime concern for the Vendor is the preservation of merchandise, thus the following polies have been established.

The Market Manger will use his/her best judgement based on visual conditions, media weather radar and other managers in surrounding areas to assess whether the Farmers Market shall remain open

*It is recommended the Vendor devise a "Quick Break-down Plan" to maximize the speed and protection of merchandise when poor weather occurs.

___The Vendor shall Not break-down or independently end its market day without the consent of the Market Manager. It is correct market procedure to follow through to the completion of the market day.

___The Vendor is permitted at any time to protect merchandise by covering with a tarp or using tent sides during sudden weather changes.

___Umbrellas and tents should be upright and tied down or anchored and secured appropriately with proper weighted bases.

While at the Market, it is your responsibility that you adhere to all State and Harford County Health Department Codes. A copy of any applicable license(s), state and/or county, must be included with your application.

Code of Maryland Regulations 10.15.03.27 (updated April 6, 2021)

We are providing this information for your knowledge and use of the Maryland Farmers Market, Bake Sales, Cottage Food Business regulations. Please review the information below which is an excerpt from the Code of Maryland Regulations:

A. The approving authority shall accept as being from an approved source the homemade foods specified in §B of this regulation when the foods are:

- Made in a private home kitchen; and Offered or sold only in the State: Subject to the requirements of §C and of this regulation, at a retail food store; or Directly to a consumer: At a farmers market; At a bake sale; At a public event; By personal delivery; or By mail order.

B. The approving authority shall allow the preparation and sale of the following foods in accordance with §A of this regulation:

- Non-potentially hazardous hot-filled canned acid fruit jellies, jams, preserves, and butters that are: Unadulterated; Packaged to maintain food safety and integrity; and Labeled in accordance with Regulation .12 of this chapter;
- Fruit butters made only from: Apples; Apricots; Grapes; Peaches; Plums; Prunes; Quince; or Another fruit or fruit mixture that will produce an acid canned food;
- Jam, preserve, or jelly made only from: A fruit listed in §B of this regulation; Oranges; Nectarines; Tangerines Blackberries; Raspberries; Blueberries; Boysenberries; Cherries; Cranberries; strawberries; Red currants; or Another fruit or fruit mixture that will produce an acid canned food;
- Non-potentially hazardous baked goods;
- Foods manufactured on a farm by a licensed food processor in accordance with COMAR 10.15.04.19;
- Non-potentially hazardous candy; and
- All other non-potentially hazardous foods produced by a licensed entity.

C. Cottage Food Business. The approving authority shall allow the owner of a cottage food business to sell only cottage food products processed and packaged in Maryland that are:

- Produced or packaged in a residential kitchen; Stored on the premises of the cottage food business; and Prepackaged with a label that contains the following information: The name and address of the cottage food business; The name of the cottage food product; The ingredients of the cottage food product in descending order of the amount of each ingredient by weight; The net weight or net volume of the cottage food product; Allergen information as specified by federal labeling requirements; Nutritional information as specified by federal labeling requirements, if any nutritional information claim is made; Printed in 10 point or larger type in a color that

provides a clear contrast to the background of the label: Made by a cottage food business that is not subject to Maryland's food safety regulations.; and For a cottage food product offered for sale at a retail food store, the phone number and email address of the cottage food business and the date the cottage food product was made.

- The owner of a cottage food business shall comply with all applicable county and municipal laws and ordinances regulating the preparation, processing, storage, and sale of cottage food products. Upon receipt of a complaint or outbreak of illness the approving authority may: Investigate the conditions under which the product was produced and any complaint alleging that a cottage food business has violated this regulation; Send a representative of the Department, at a reasonable time, to enter and inspect the premises of a cottage food business to determine compliance with this regulation; and Collect samples of a cottage food product or its ingredients to determine if the cottage food product is misbranded or adulterated.
- The owner of a cottage food business may not: Refuse to grant access to a representative who requests to enter and inspect the premises of the cottage food business in response to a complaint; or Interfere with any inspection or collection of samples in response to a complaint or outbreak of illness.
- Before the owner of a cottage food business may sell a cottage food product to a retail food store, the owner shall submit to the Department for review: The label that will be affixed to the cottage food product in accordance with §C of this regulation; and Documentation of the owner's successful completion of a food safety course in the past 3 years that is approved by the Department and the American National Standards Institute and includes, at a minimum, the following subjects: Basic food safety; Cleaning and sanitizing; Personal hygiene; Pest control and prevention; and Receiving, storing, preparing, and serving food.
- The owner of a cottage food business may not sell or offer for sale a cottage food product to a retail food store until notified by the Department, in writing, that the requirements stated in §C of this regulation are satisfactorily met.
- If the approving authority finds a person to be in violation of any provision of this regulation, the approving authority: Shall take action against a misbranded or adulterated food offered or sold under this regulation in accordance with Health-General Article, §§21-211, 21-253, and 21-254, Annotated Code of Maryland; and may determine that food produced in a private home kitchen by the person is not from an approved source.

Senior Farmers Market Nutrition Program

The Senior Farmers Market Nutrition Program (SFMNP): 1. Provides fresh, nutritious, locally grown fruits, vegetables and herbs from farmer's markets to low-income older adults, 2. Develops new farmer's markets across the state, and 3. Provides nutrition education.

Eligibility for the SFMNP: 1. Low-income seniors and 2. Individuals at least 60 years old.

For more in-depth assistance contact the Maryland toll-free number at 844-627-5465. Vendors may accept coupons at their discretion. Not all Vendors/items are permitted to accept these senior coupons.

Please verify that your items being sold qualify for the program. The City of Aberdeen/Market Manager is not liable for any errors made when accepting coupons, nor is the City of Aberdeen/Market Manager responsible for either turning in coupons or reimbursing Vendors for coupons.

2022 City of Aberdeen – Aberdeen Main Street
Second Saturday/Farmers Market Vendor Spot Form

Vendor Name/Business Name: _____

Please be advised if you are using the following:

- Tent/Canopy Set up
- Vehicle on Grassed Area (selling out of the back of truck or selling out of food truck)
- Electricity (Please note how much electricity you will be using/what you will be hooking up)

Preferred Spot: _____

Please note, spots are on a first come first serve basis and are subject to change.

Additional Information:

FOR MARKET MANAGER'S USE ONLY

Approved location: _____

Approval Condition: _____