



Market Rules

1. Products:

- A. Only locally produced, handmade, or self-grown products allowed. Reselling of products not grown on your farm or handcrafted by you is prohibited. Exceptions may be made at the sole discretion of The City of Union.
- B. Vendors are responsible for offering fresh, high quality, fairly priced products. Each vendor may set prices in consideration of customer satisfaction and fairness to other sellers.
- C. All prices must be clearly posted or marked. Vendors are responsible for paying all State and Local sales taxes.
- D. Value Added Agricultural Products include raw agricultural products grown by the seller that have been processed or any whose sale a government agency regulates. Examples are jellies, jams, oils & vinegars. The members must make all value-added products predominately of material grown or gathered by them.
- E. Products containing alcohol, CBD, or hemp are not allowed at the City of Union Farmers Market.
- F. Vendors selling eggs, meat and/or dairy products must have the required license from the Missouri Department of Agriculture (MDA). Live animals/poultry is not allowed.
- G. Processed products must be individually wrapped and properly labeled prior to being brought to the Market. All products must follow the guidelines of preparation and labeling set forth in the Farmers Markets instructions found at:
<http://health.mo.gov/safety/foodsafety/industryfoods/retailfoods/farmersmarkets.php>
Processed food product labels must include the name and address of the Preparer, ingredients in the food and the statement: "This product is prepared in a kitchen that is not subject to inspection by the Department of Health and Senior Services."

2. Vendor Responsibilities:

- A. Vendor is required to register with the City of Union. A permit will be issued to registered vendors and must be displayed upon request.
- B. Any state sales tax, USDA licenses, Franklin County Health permits are the responsibility of the vendor.
- C. All vendors must display a sign in their stall clearly identifying the name of the vendor.
- D. Vendor must supply a table and/or display rack for displaying produce/crafts.
- E. Tents and canopies must be no larger than 12'x12' and safely secured by the vendor with appropriate weights (minimum of 20 lb) on each leg of tent/canopy.
- F. All vendors are responsible for the setup and teardown of their displays, including any items for sale, canopies, etc.

- G. No power is available. If generators are used, they must be quiet, odor-free, and moved away from booths/people.
- H. Setup and Tear down- All Friday Market vendors must arrive at the Market between 2pm and 3:30pm be ready to sell by 4:00 pm. Vendors with multiple "No call No shows" will forfeit ability to vend. Vendors must remain set up until closing time. No breaking down early!
- I. Market Manager reserves the right to move or assign vendors to spaces to improve the overall product placement, layout and function of the Market.
- J. Vehicles must remain in their designated spaces or park outside the market area. Once market starts, vehicles parked within market area will not be allowed to leave.
- K. In order to avoid duplication of products being sold, vendors might be asked to rotate turns. There is no seniority. Also, we ask that each vendor declare their primary product to avoid duplication of items sold. If a vendor's secondary item is another vendor's primary item and both are present at the market, then the vendor with the secondary item may only display one single item of their secondary product. For example, Vendor A declares candles (primary) and honey (secondary). Vendor B declares honey (primary) and soap (secondary). In this example, Vendor A can only display one single jar of honey.
- L. Once all booth spaces are full, the Market Manager reserves the right to turn away late vendors.
- M. Large Food Trucks are encouraged to arrive early to avoid difficult and tight maneuvering.
- N. Vendors are responsible for cleaning all trash and waste within and around their allotted space.

3. **Other Matters:**

- A. Vendors must be a resident of Franklin County or surrounding counties.
- B. The City of Union has waived vendor's licenses for permit holders.
- C. Vendors must always conduct themselves in a pleasant and courteous manner. All children in care of the vendor must be supervised by an adult at the vendor's booth. No smoking is allowed in the market area at any time.
- D. Weather Policy: The market will be canceled due to severe thunderstorm warnings, tornado warnings and heat advisories issued by the NOAA National Weather Service.

4. **Disputes / Concerns**

- A. All disputes shall be settled by the Market Manager.
- B. Anyone not complying with these guidelines will be given a warning by the Market Manager or City of Union Representative the first time; permit will be revoked for a second infraction.
- C. The directions of the Market Manager must be complied with in all matters pertaining to the operation of the market. Complaints or appeals concerning the actions of the Market Manager may be made in writing to the:

Community Development Department
City of Union
10 E. Locust Street
Union, MO 63084
commdev@unionmissouri.gov
636-583-3600, ext 1110



Union City Farmers & Artisans Market Hold Harmless Agreement

This Agreement is made this _____ day of _____, 20____, between the undersigned Vendor and the Union City Farmers & Artisans Market ("the Market") for the 20__ season. This agreement becomes effective when the Vendor's application for acceptance has been approved and the Market Manager has signed this agreement.

In exchange for permission to participate as a Vendor, the Vendor agrees to the following:

1. The Vendor will be bound by the published Market Rules & Guidelines of the Market.
2. The Vendor acknowledges that admission to the Market as well as Market space assignments are made at the discretion of the Market Manager. This Agreement is not a guarantee by the Market that the Vendor will be permitted to sell at the Market throughout the planned season, nor is it a guarantee that the Market will operate for the entire planned season. Permission to participate may be revoked or suspended by the Market Manager as a result of violation of this Agreement.
3. The vendor shall indemnify and hold harmless the Union City Market, East Central College or any owner(s) of the lot/space(s), the City of Union, officers, agents, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merit or outcome of any matter connected to any act or omission in going to, coming from, performing services, work or activities at or in relation to the Union City Farmers & Artisans Market and associated events.
4. The Vendor will be responsible for all claims arising from its participation in the Market, including, without limitation, personal injury, property damage, and product liability, and agrees to save, defend, hold harmless and indemnify the City of Union, owner(s) of the lot/space(s), and all of their agents and staff, including those serving as volunteer Market Manager(s), from and against any and all claims, loss, damage, injury, costs and charges, including court costs and attorney's fees, liability or exposure, however caused, resulting from, arising out of, or in any way connected with the Vendor's participation in the Market, performance of Agreement, or obligations under the Market Policies and Procedures.
5. If available, vendor agrees to provide the Market with a certificate of general liability and property damage insurance, including products liability coverage, in the amount of at least \$300,000.00, naming the indemnities listed above as additional insured. Vendor hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damages which it may have or which may hereafter accrue as a result of its activities at the Union City Market.
6. Vendor agrees to provide proof of vehicle insurance.

I HEREBY STATE THAT I HAVE READ, UNDERSTAND AND AGREE TO FOLLOW THE ABOVE RULES OUTLINED IN THIS COPY OF THE UNION CITY FARMERS & ARTISANS MARKET HOLD HARMLESS AGREEMENT.

This _____ day of _____ (month), 20____

Vendor Name (PRINT)

Vendor Signature

Address, city, state, zip

Phone

This Hold Harmless Agreement must be signed and submitted to either the onsite Market Manager or to the City of Union Community Development Department, 10 E. Locust Street, Union, MO 63084 prior to setup of market booth.