



## **CITY OF FAIRBORN FARMERS MARKET**

### **2024 VENDOR AGREEMENT**

### **MAIN STREET COMMONS**

*The Fairborn Farmers Market was established with the intent to provide the Fairborn community access to fresh and wholesome products provided by vendors selling homegrown/produced vegetables, fruits, flowers, herbs, baked goods, meat & poultry products, honey, preserves, agricultural based crafts and other homemade items.*

1. The Market will be held on Wednesdays from May 1st through October 30th.
2. The Market is located at 103 W. Main Street in downtown Fairborn at Main Street Commons. Main Street Commons is located at the corner of Main Street and Grand Avenue. The City developed Main Street Commons to serve as a community events facility and parking plaza.
3. Market hours are 10:00 a.m. to 2:00 p.m. All vendors must be in their assigned spot and set-up by 10:00 a.m. Latecomers may be denied admission or admitted and located at the Market Manager's discretion.
4. Fairborn Farmers Market will offer ONLY an evening market on the last Wednesday of the month from 3:00 p.m. to 7:00 p.m. The evening market will also host a food truck vendor to be located on Main Street. Vendors must be in their assigned spot and set up by 3:00 p.m. Latecomers may be denied admission or admitted and located at the Market Manager's discretion.
5. Market offerings will be restricted to homegrown produce, baked goods, flowers/plants, herbs, honey, preserves, meat and poultry products. Agricultural based crafts and other homemade items are permitted at the discretion of the Market Manager. Examples of accepted craft items include: soap, lotion, candles, flower pots/plant holders, etc. No flea market sales operations will be permitted.
6. The Market attendance policy is as follows: Attendance will be recorded at every market. Vendors may not miss more than 3 markets without notification of absence. Vendors must advise the Market Manager in advance of any inability to attend a market date. Failure to notify of an absence at the market will be noted and after 3 occurrences, the vendor may be excused from market participation.
7. Fairborn Farmers Market is operated rain or shine (severe weather conditions excluded). It is up to the vendor to decide if conditions are appropriate for their attendance.

8. Vendors are required to stay set-up and in place for the duration of the market, regardless of product availability. No early tear down or departure is permitted (severe weather conditions excluded).
9. Any animals brought to the market must be leashed or contained. Clean-up is the owner's responsibility.
10. Vendors must have signage that clearly identifies their farm or business.
11. Vendors are responsible for setting their own pricing and must ensure that product prices are visibly posted.
12. The Vendor is responsible for providing all equipment needed for the set-up of their space. The Vendor agrees to properly secure and anchor any tents or canopies needed at their space. No stakes may be driven into the ground or parking lot surface. The Fairborn Fire Department requires a minimum 20 lb. weight attached to each tent leg. Tents and canopies are subject to inspection by the Fairborn Fire Department.
13. Vendors agree to abide by Section 3715.025 of the Ohio Revised Code regarding Cottage Food Production. The Vendor will produce items not potentially hazardous (bakery products, jams, jellies, candy, fruit butter), but are not permitted to process acidified food, low-acid canned foods, or potentially hazardous foods (raw or cooked animal products, cooked vegetables, cheesecakes, pumpkin pies, custard pies, cream pies, pickles, etc.).  
<https://agri.ohio.gov/divisions/food-safety/home>
14. A Vendor may, at any time, be inspected by Greene County Public Health or the Ohio Department of Agriculture. It is the Vendor's responsibility to ensure they adhere to product labeling regulations, registering scales, and conforming to applicable city, state, and federal regulations including securing of any licenses required for their operation.
15. Each participant is required to have the proper licensing and permits from the state or county (i.e., home bakers license, RFE, etc.) appropriate to their products. Copies shall be provided to the City **PRIOR** to setting up a booth at the Farmers Market. *(Please attach to this agreement)*
16. The term "organic" shall not be used without certification under USDA rules.
17. Vendors are responsible for cleaning up their space to its original condition with all trash removed from the premises or placed in onsite receptacles. If Vendors are found to be in violation of this condition, a clean-up fee may be imposed.
18. Participant must be at least eighteen (18) years of age to enter into this agreement to participate in the market.
19. No smoking is permitted in the vendor spaces.

20. Participant shall maintain and provide proof of liability insurance to the City **PRIOR** to setting up a booth at the Farmers Market. Insurance needs to be at least \$1,000,000 in coverage and list the City of Fairborn as the certificate holder. *(Please attach a copy to this agreement).*
21. The City of Fairborn will participate in marketing efforts through the City Website, Social Media, and other promotional opportunities available to the City. Promotional posters will be placed in storefronts of downtown businesses. Vendors are encouraged to assist the City in promoting the market.
22. The term of this agreement is for calendar year 2024. However, the City of Fairborn may unilaterally terminate this agreement with five (5) days' notice.
23. Nothing herein is intended to be construed as a joint venture or partnership between the parties. In performing their respective obligations, the parties shall be deemed independent contractors, and each shall assume full responsibility for their respected employees or agents.
24. By signing this agreement, the participant agrees to indemnify, defend and hold the City, its elected and appointed officials, officers, employees, volunteers, board members, agents and contractors harmless from and against any and all claims, actions, administrative proceedings, judgements, damages, punitive damages, penalties, fines and costs that arise directly or indirectly from or in connection to participation in the Fairborn Farmers Market.



**CITY OF FAIRBORN FARMERS MARKET**  
**2024 VENDOR APPLICATION**  
**MAIN STREET COMMONS**

*Note: Please read the Vendor Agreement prior to filling out the application.*

**Vendor Information**

Name \_\_\_\_\_

Farm/Business Name \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

Website Address \_\_\_\_\_

Is your Farm/Business on any of the following websites? (please circle)

Facebook Instagram X (formerly Twitter) Other \_\_\_\_\_

Please list your social media handles: \_\_\_\_\_

What payment methods do you accept? (please circle)

Check Cash Credit/Debit Card WIC SFMNP Other \_\_\_\_\_

**Product Information**

Items to be sold at the Market \_\_\_\_\_

\_\_\_\_\_

Please list other markets you attend \_\_\_\_\_

What months will you be set up at the market? \_\_\_\_\_



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Vendors agree to sell their products in accordance with the standards contained within the Vendor Agreement. Failure to do so violates the terms of this Agreement and is grounds for expulsion from the Market. The undersigned Vendor has read and agrees to the City of Fairborn Farmers Market Agreement as written above.

\_\_\_\_\_  
Vendor First and Last Name

\_\_\_\_\_  
Farm/Business Name

\_\_\_\_\_  
Vendor Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Witness to Vendor Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Market Manager Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Accepted by City Manager

Date \_\_\_\_\_

\_\_\_\_\_  
Witness to City Manager Signature

Date \_\_\_\_\_