

The Market at Town Square Offices 2023 Vendor Contract

Please fill out this form completely and accurately. Return with appropriate fee to Town Square Offices, LLC at PoBox 343, Hartington NE, 68739.

If any questions, call Daniella de Waal at 712-204-2353.

Vendor Name: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone/Cell: _____

E-mail: _____

Web

Address: _____

● NE Sales Tax License Number:

● We may be required by law to report a list of our vendors to the NE Dept. of Revenue. Special event tax forms are available online if you do not have a tax license.

● What types of products do you intend to sell? _____

Vendor fee - Check one:

_____ 12 month Single Vendor Membership: \$240.00 (\$20/month) (includes 1 6ft table)

_____ Pay in full now _____ Pay half now and half in 6 months.

_____ Drop in Fee: \$35 (includes 1 6ft table)

_____ I'm a member and have already paid

Checks are to be made out to Town Square Offices, LLC.

Town Square Offices also accepts electronic payment through Venmo.

Liability Insurance Waiver

- Attach Liability Insurance Certificate OR Sign Waiver of Additional Insurance (below)

The vendor and his/her designee waives his/her right to supply additional insurance while participating in The Market at Town Square Offices. The undersigned assumes full financial responsibility if sued by a market attendee.

Vendor

Signature: _____ Date: _____

Indemnify/Hold Harmless

The vendor and his/her designee further certifies that he/she agrees to indemnify and hold harmless the City of Hartington, Cedar County, and all members of Town Square Offices, LLC from all damages, liabilities, costs and expenditures, including all legal fees, which may occur for reason of use of the designated site for The Market at Town Square Offices.

Vendor signature Date signed

The Market at Town Square Offices (Town Square Offices, LLC) signature Date signed

Date Received _____

The vendor and his/her designee acknowledge receipt of the Code of Conduct and Rules and Regulations of the Market (see below), and agrees to comply with them. Non-compliance will result in the revocation of the privilege to participate in The Market at Town Square Offices. Controlling law will be the law of Nebraska.

Acknowledgment Code of conduct and Rules and Regulations

I have read and accept the Code and Rules & Regulations of The Market at Town Square Offices

Print your name _____

Sign your name _____

Date _____

The Market at Town Square Offices Code of Conduct and Rules & Regulations

The Market was created to help small-scale agricultural and home-based businesses who grow & produce their own products, provide a place where local farmers and entrepreneurs can sell directly to the consumer. Our goal is to develop opportunities for small business and create a space for social gathering which enhances our quality of life here in Hartington, NE.

Location and Dates

The Market at Town Square Offices is held inside or on the front sidewalk of Town Square Offices on the Second Saturday of the month, from 8a-2p, year-round unless otherwise notified by the market management.

Cancellations/Refunds

In the case of severe inclement weather, which significantly impairs the operation of the market, the management may cancel the market or end it early. In the case of a completely canceled market due to inclement weather or similar unforeseen circumstances, you will be refunded for that month. If a vendor has paid and committed to a monthly market event and then cancels, there will be no refund.

Tables

Each table is 6ft long. Tables are assigned by the market management with no guarantee of specific table location. Returning/long term vendors are given seniority, then Daily vendors. After unloading, vehicles and trailers must be parked on the side streets rather than in front of the building to allow customers to park in front. All product and signage must be placed in proximity of your table. Your table area must be arranged so that your customers are able to shop around your space without invading another vendor's space.

Fees

12 month Single Vendor Membership: \$240.00 (\$20/month) (includes 1 6ft table)

Drop in Fee: \$35 (includes 1 6ft table)

Signage

It isn't mandatory but Vendors should post a sign that states the name of their business including their city and state.

Insurance

Sellers are responsible for their own personal liability and product liability insurance and are required to provide a certificate of insurance with their application, or signed waiver of insurance per above.

The Town Square Offices liability insurance policy DOES NOT cover individual vendors.

Food Samples

Per NE Dept of Health regulations, foods that have not been cut (processed) on-site may be offered as samples to the public at the Market (examples: whole tomatoes, whole strawberries, whole apples). If foods are cut at Market, the person who processes the food (cuts it) must have sinks, sanitation, gloves & the ability to hold the cut vegetable/fruit at refrigerated temperature (41 degrees) during sampling by customers. Dry foods such as jerky or breads do not have the cooling requirement but cutting must be done at a location with a commercial kitchen facility and according to the Health Department regulations. Additionally, any food that is offered for samples, including those that do not require refrigeration, must be offered in such a way so that the consumer may take the sample without contaminating the rest of the sample (individual spoons, toothpicks, etc).

Weights and Measures

All produce to be sold in the market will be sold by legal weights and measures. The use of noncertified scales is not allowed.

Animals

There will be no selling of any live animals.

Inspections and Verifications

Members who vend at the market must have available for inspection at each market day by the site manager or the public any licenses or permits required for any product(s) they sell.

Potentially Hazardous Foods and Product Temperature

Foods served or sold at Market must comply with all NE Department of Health regulations. Refer to NE Department of Health. To contact the NE Department of Agriculture call 402-471-3422.

Noise, Fumes, Smoke

No loud or disturbing noises should be made or action taken on the grounds which will interfere with the right, comfort or convenience of the other vendors or the public. The outdoor running of any gas or diesel motors or engines including vehicles is permitted only by musicians or vendors who need to maintain a proper temperature. Vendors who use outdoor barbecue grills will purchase grills that are designed to reduce smoking and will do everything in their power to reduce excess smoke including off-site cleaning of their grill weekly. If there is excess smoke that is disturbing others, they must move the grill so as to eliminate the discomfort to others.

Organic Labeling

All vendors using the term "organic" must follow the federal regulations for its use.

The Market at Town Square Offices Rules and Regulations:

1. All vendors must file a contract and liability waiver. All contracts must be completed in their entirety.
2. Vendor fees are collected prior to event to confirm table unless membership is confirmed and paid or other requested special arrangements have been agreed to by market management.
3. Vendors are required to comply with all applicable codes and regulations of local, state, and federal agencies and governing bodies, and it is each vendor's responsibility to maintain their own compliance. Please contact the NE Department of Agriculture, NE Animal Industry Board, and NE Department of Health for specific regulations/licensing requirements that apply to your products. These include, but are not limited to:
 - Bakery and shelf-stable items including dried foods
 - Acid, acidified, and fermented canned goods: follow all labeling regulations and provide documentation of approved processes by a processing authority.
 - Meat producers must follow all regulations of the NE Animal Industry Board, including appropriate labeling and provide evidence of processing in an inspected facility. Food vendors are required to obtain their own Street Vendor License.
4. Vendors are responsible for establishing a fair price for their products.
5. Vendors must clean up their selling space before leaving, and provide their own trash containers. City trashcans are intended for your customers.
6. Vendors are responsible for bringing any additional items they will need including garbage containers, signage, etc.
7. Market participants shall be appropriately dressed—modest and clean—and show polite, hospitable conduct to all customers, vendors, and market personnel.
8. Even vendors who do not have a state sales tax license are liable for collecting state and local sales tax and remitting it directly to the state Department of Revenue.

Code of Conduct:

This code of conduct applies to all Market employees, volunteers, vendors, contractors, consultants and sub-grantees. This code of conduct is to be followed in addition to the Market at Town Square Offices vendor rules and regulations. The activities outlined below are strictly prohibited. Any individual who violates this Code is subject to discipline, up to and including removal from the program.

- Abusive language.
- Possession or use of illegal drugs at The Market at TSO event or reporting to the program while under the influence of
drugs.
- Bringing dangerous or unauthorized materials such as explosives, firearms, weapons or other similar items to The Market at TSO events.
- Discourtesy or rudeness.
- Verbal, physical or visual harassment.
- Actual or threatened violence toward any individual or group.
- Conduct endangering the life, safety, health or well-being of others.
- Failure to follow any agency policy or procedure.
- Bullying or taking unfair advantage of any participant.
- Failure to act in the best interest of The Market at Town Square Offices

Violation of these rules and regulations can result in the ejection from the market for the remainder of the season with no refund of fees. Town Square Offices reserves the right to deny space to any vendor at any time. Suspension/expulsion from the market will be at the discretion of the market management. Grievances or problems shall be reported to market management. Grievances will be investigated. All decisions of the market management are final.