

**Milton Farmers Market**  
**2019 Vendor Application**  
**Please mail completed form**  
**no later than April 1, 2019**

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

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

**Owner/Contact name (list both if different)**

**Mailing Address:**

**Street number and name:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Physical Address (if different from Mailing Address):** \_\_\_\_\_

**Phone number:** \_\_\_\_\_ **Best time/day to reach you:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Facebook, Instagram, or other social media page:** \_\_\_\_\_

**If an employee will be running your booth, please also list their names and contact information below:**

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1. Please list all of the items you would like to sell and check the appropriate categories. If you are a returning vendor, please specifically point out any new items or changes to your product mix.

**Agricultural:** \_\_ Produce \_\_ Eggs \_\_ Cheese \_\_ Meat \_\_ Dairy \_\_ Flowers \_\_ Maple Syrup  
\_\_ Honey \_\_ Fiber \_\_ Plants \_\_ Other: \_\_\_\_\_

- **Specify Products & Origin:**

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- **Value-added Products:** \_\_ Baked Goods \_\_ Prepared Food (circle: hot/cold) \_\_ Crafts
  - **Specify products and origin of ingredients,** labor and/or value added to the product, originality and method of production. Vendors must use fresh, Vermont ingredients

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whenever possible. ALL VENDORS will be held personally responsible for the collection and payment of state sales and meal tax, where applicable.

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- Prepared Food and Baked Goods vendors, please describe your packaging materials. We encourage low-impact materials such as recycled take-out containers, paper plates, etc. and do not permit the use of Styrofoam.

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2. Have you ever sold your products at a Farmers Market before? (Circle one) Yes                      No  
a. Where? \_\_\_\_\_

3. Do you have any other outlets for your products? (Circle one) **Yes**                      **No**  
a. If yes, please list:  
\_\_\_\_\_

4. Do you require your vehicle to be part of your display? (Circle one) **Yes**    **No**  
a. Do you need your vehicle close to your stand? (Circle one) Yes    No

5. Are you Certified Organic? (Circle one) **Yes**                      **No**  
a. If yes, please list your certifier and attach proof. If not, list any other certifications and/or practices, **including licensing for prepared foods**:  
\_\_\_\_\_

6. Produce vendors, do you accept Farm to Family coupons? If so, what is your number?:  
\_\_\_\_\_

(\*ask manager for application\*)

7. How long have you been producing your products?  
\_\_\_\_\_

8. Would you be interested in participating in special market promotion activities? (Circle one) **Yes**  
**No**

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9. Tell us about yourself and why you would be an asset to the market. **Please attach photos or other documentation to this application, which may also be used for marketing purposes.**

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***Insurance***

*Vendors agree to take full liability for their product and set-up and hold the Milton Farmers' Market harmless. The Milton Farmers Market strongly suggests vendors purchase liability insurance, and may give application priority to vendors with liability insurance. The Milton Farmers Market is not responsible for vendor products and all vendors should have the correct licenses and permits. If there is a question, visit [www.vermontagriculture.com](http://www.vermontagriculture.com) and check State Regulations for Farmers Markets.*

Do you have liability insurance? (Circle one) **Yes**   **No**

If yes, who is your carrier? \_\_\_\_\_

***Fees – please make checks payable to Milton Community Youth Coalition***

*All fees must be paid in full before setup at market may begin.*

**MEMBERSHIP FEE – VENDORS: \$125.00**

**5 DAY SPECIAL: \$100**

**DAY VENDING FEE: \$25.00**

**2018 Craft Vendor Days: 6/20/19 , 7/18/19, 8/15/18 , 9/19/19, 10/3/19**

**NONPROFIT/SERVICE ORGANIZATION:** Free to promote event or organization. Email or call to reserve a date.

**MILTON TOWN SCHOOL DISTRICT STUDENTS:** 1 hour of help with market setup and takedown or other market tasks each month, total of at least 4 hours per season. Must coordinate in advance with market manager and present business plan in advance.

*I hereby certify that, to the best of my knowledge, the above information is accurate.*

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

***Please read the attached Market Guidelines and sign the Letter of Agreement found on the last page. Your application will not be considered without that signature, which implies you have read and agree with the attached market guidelines.***

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**2019 Milton Farmers Market Guidelines**

**Opening Date:** Thursday, June 6, 2019

**Closing Date:** Thursday, October 10, 2019

**Market Hours:** 3:30pm – 7:00pm, Every Thursday, Rain or Shine (Fall Hours: 3:30 – Sunset)

**Setup:** 2:30-3:30

**Location:** Milton Hannaford Plaza, Route 7 S, Milton, VT

**GUIDELINES**

1. All vendors must fill out a Market Application and be approved prior to selling.
2. All items to be sold at the Market must be listed on the vendor application.
3. Prepared foods and baked goods should be made using fresh Vermont ingredients.
4. All vendors are required to report gross sales (i.e. sales before taxes, if applicable) to the Manager on a weekly basis for market growth analysis. All sales reports are confidential.
5. Vendors must notify the Market Manager in advance of an absence, no later than 5pm on the Tuesday before the market date of the anticipated absence.
6. Repeated absences or no-shows will result in Steering Committee review with the option to remove the vendor from markets without refund.
7. Vendors must arrive in time to be set up and ready to vend when the market opens, and must not leave before close-of-market, unless by prior agreement with the Manager. Vendors who are not set up and ready to sell by the published start of the market or who leave before the published end may be given warnings by the Manager and/or Steering Committee as per the “violation of the rules” listed below.
8. The Market encourages participation of vendors in all applicable coupon programs to their items sold, including, but not limited to EBT/SNAP and the Farm to Family programs.

**APPLICATIONS**

9. The Milton Farmers Market Manager will make decisions regarding Milton Farmers Market Vendor Applications. The decision is final. A period of one year must lapse before a vendor may reapply to the Market.
10. Applications are accepted on the basis of seniority, vendor’s proximity to the Market, and number of other vendors supplying a particular product.
11. Preference will be given to local farmers and to products that promote human and ecological health.

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12. If a mid-season opening occurs, all vendors on the waiting list will be considered to fill the opening.
13. The Manager reserves the right to limit the number of vendors of a particular product based on the existing supply of that product to the Market.
14. If a vendor wishes to bring additional items not listed on their Vendor Application, the vendor must get prior approval to do so from the Market Manager.
15. **Screening:** Prospective vendors & any employees who will be present at the market will be subject to background checks at MCYC's expense, including a National Sex Offender Registry check, State criminal history, and Child abuse registry. Whether or not a candidate is still eligible for participation in the Steering Committee and market in light of a violation will be determined by a vote of the MCYC Board of Directors.

## **ELIGIBLE ITEMS FOR SALE**

- **VERMONT FARM PRODUCTS** (including produce, plants, cut flowers, meat, etc.), baked goods, prepared foods and craft products are eligible.
  - **BAKED GOODS AND PREPARED FOODS** Prepared foods and baked goods should be made using fresh Vermont ingredients whenever possible (i.e., Vermont maple syrup, fresh cream, local eggs, etc.).
- **PLANTS** Bedding plants and hanging baskets must be grown by vendors for a minimum of 8 weeks. Trees, shrubs, woody ornamentals or any other plants purchased as finished plants cannot be sold at the Market.
- **DRIED FLOWERS** Dried flowers sold at the Market must be grown by the vendor. Dried flowers in arrangements sold at the Market should contain 75% or more vendor-grown or vendor-gathered flowers.
- **ITEMS NOT GROWN OR MADE BY VENDOR:** An exception to Guideline #3 will be made if the Manager decides the Market needs to offer a product to round out the Market in order to attract customers. The vendor may then, upon written application to the Manager, bring an item(s) grown or made by someone else. The item must be clearly labeled as to their origin (farm or producer). Should a member of the Milton Farmers' Market carry the same or similar item, the item produced by the member will take precedence. If a vendor, who is not a regular attendee of the Market, brings an item(s) in direct competition, the Manager may decide, for the sake of week-to-week consistency, to allow both items at the Market.
- **CRAFTS** A limited number of spaces for vending crafts will be provided at the market, although not more than 20% of total vendors.

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**VENDOR SPACE**

**ASSIGNMENTS:** Space assignments will be first come, first served.

**VEHICLES:** Vendors may use their vehicles as part of their display, if space and location permits. Vendors are responsible for protecting the grass in their space and removing or placing debris in trash receptacles.

**VENDOR SET UP:** Vendors may start setting up no earlier than one hour before the Market. Vendors are requested to arrive early enough to allow their display to be complete by the published start of the Market. In the interest of safety, moving vehicles may not be permitted during Market hours.

**VENDOR BREAKDOWN:** All vendors must be off the premises no later than 7:30pm, unless scheduled Market activities extend the Market hours. Vendors must stay until the end of the Market, unless the Manager has approved an exception. Vendors are responsible for leaving their spaces clean and clear of trash or debris.

**DISPLAYS:** The Milton Farmers Market requires that vendors provide signage displaying farm name and a canopy/umbrella. Canopies must be staked and weighted the moment they go up, no exceptions. Each canopy must have a minimum of 10 lbs of weight secured to each leg of the canopy at all times. You are responsible for any damage done to others, their set-up and your set-up. All booth displays and structures must be safe and well secured, and are subject to the approval of the manager.

**ATTENDANCE:** Vendors must contact the Manager by 5 pm on Tuesday at the latest if they are not planning to attend the Market on Thursday. If a scheduled vendor fails to attend without prior notification, they may be given warnings and subsequent consequences as listed in “violation of the rules” below. **Violation consequences include a \$25.00 fine after the first written warning.** As much notice as possible about anticipated absences is appreciated. Repeated absences or no-shows will result in Steering Committee review with the option to remove the vendor from markets without refund. Day vendors who do not notify the Manager by 5pm on Tuesday will still be required to pay their \$20 day fee.

**WEATHER:** The Milton Farmers Market occurs **Rain or Shine**. Any market cancellations due to thunderstorms or other dangerous weather will be decided during the market, but vendors may opt out of a market if thunder or dangerously high winds are in the forecast during market operation times. If thunder and lightning occur during the market, all vendors must return to their vehicles until all danger is past.

**PETS:** Vendors are prohibited from bringing their pets to the Milton Farmers’ Market.

**MEMBERSHIP FEES**

**MEMBERSHIP:** The seasonal membership fee is \$125.00 per season. The one day fee is \$25.00. Vendors who wish to commit to 5 days may pay \$100.

**Benefits of membership include:**

- Access to growing weekly market and access to EBT/SNAP and other state and federal coupon programs

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- EBT/SNAP, Farm to Family, and other coupon program support
- Marketing & outreach via market publicity
- Professional development opportunities: we will be planning at least one workshop per year to assist vendors with marketing, social media, display, and more.
- Participate as a key player in a lively community event that will include live music, market education, special events, and tasty food

**NONPROFIT/SERVICE ORGANIZATION MEMBERSHIP FEE:** A service organization in this case is defined as a group or 501.c.3 with a service to offer the community at the market. A nonprofit or service organization may table at the market once a year at no charge. If space allows they may table more than once with approval from manager.

\*We only accept for profit businesses to table for one day at the market who are market sponsors and who will be providing a significant service/draw to the market. Non-vendors may not fundraise at the market.\*

**STUDENT MEMBERSHIP:** 1 hour of help with market setup and takedown or other market tasks each month, equaling total of at least 4 hours per season. Students must coordinate with market manager and pre-schedule their service hours. Booths and products must be student directed, and students will make a short presentation about their products to the Steering Committee as well as attend a brief reporting workshop held by the Manager.

**REPORTING SALES:** All vendors are required to report gross sales (i.e. sales before taxes, if applicable) on a weekly basis for market assessment and improvement purposes. These figures must be given to the Manager at the close of every Market and are entirely for self-evaluation purposes. All numbers submitted for the Vendor Sales Sheet are confidential.

**SURVEY PARTICIPATION:** All vendors are required to participate in mid-term and final surveys about the market. This is essential for market improvement and evaluation.

**VENDOR BEHAVIOR/VIOLATIONS:**

- The Milton Farmers' Market is a non-smoking market.
- Use or possession of alcohol & illegal drugs is strictly prohibited.
- Vendors are not allowed to bring pets to the Market.
- The Manager may ask a vendor to leave the Market if rules are violated.

**Violations of the rules will be dealt with in the following manner:**

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**First violation:** In person by the Market Manager. A written warning may be issued at this time, and the Steering Committee will be notified.

**Second violation:** A written warning will be issued from the Manager and Steering Committee as to the violation of the vendor.

**Third violation:** A written warning and one week suspension.

**Fourth violation:** Suspension from the Market for the entire season. (If a violation is determined to be severe, a vendor may be suspended at any time.) Vendor will lose seniority standing for the following year.

**Page Break** Because the Milton Farmers Market is a program of the MCYC, a youth coalition working with vulnerable populations, we must run background checks on all vendors and vendor employees. Thank you for your understanding and cooperation!

**1. ANTI-HARASSMENT POLICY:**

1. It is the policy of the MFM not to tolerate any sexual, physical, psychological or verbal harassment of our members or customers.
1. Members committing any of the following acts will be subject to an investigation by the MFM Steering Committee and disciplinary action if warranted, up to and including termination.
  1. Harassment encompasses a broad range of physical or verbal behavior which can include, but is not limited to: sexual abuse, physical or mental abuse, racial insults, derogatory ethnic jokes, religious slurs, taunting, or intending to provoke another person.

**Application Information Release:**

I hereby authorize The Milton Farmers Market and the Milton Community Youth Coalition to check some or all of the following: my records on the national sex offender registry, the Vermont child abuse and neglect registry, and the Vermont criminal conviction search. I hereby consent to the release of such records, documents, and information to The Milton Farmers Market and the Milton Community Youth Coalition and to The Milton Farmers Market and the Milton Community Youth Coalition's designated representatives. I release and agree to defend and hold harmless from liability any person or organization that provides information.



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*I agree and acknowledge that this information may be disclosed by The Milton Farmers Market and Milton Community Youth Coalition officials to persons involved in the implementation of The Milton Farmers Market activities and programs. I hereby release and agree to defend and indemnify The Milton Farmers Market and Milton Community Youth Coalition, its directors, officers, partners, employees, affiliates, agents, successors, and its designated representative from any and all claims that may result from the use, release and disclosure of such information.*

I HAVE CAREFULLY REVIEWED THIS "INFORMATION RELEASE AND COVENANT NOT TO SUE" AND I HEREBY CONFIRM MY UNDERSTANDING OF ITS CONTENTS AND AGREE TO BE BOUND BY ITS TERMS AS A CONDITION OF MY PARTICIPATION IN THE ABOVE ACTIVITY.

I have read and understood the terms outlined above, and agree to them.

I agree to inform The Milton Farmers Market if any of the information on this application changes or if I'm convicted of a crime (misdemeanor or felony) during the time that I am involved with The Milton Farmers Market.

I am 18 years of age or older.  Yes  No

**First & Last Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**\*ALL EMPLOYEES PRESENT AT THE MARKET MUST SUBMIT THIS FORM. PLEASE PRINT & COMPLETE BY EACH PERSON WHO WILL BE WORKING AT YOUR BOOTH \***

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**LETTER OF AGREEMENT**

I have read and agree to the UPDATED 2018 Milton Farmers Market Guidelines. These Guidelines are hereby attached to and incorporated into this agreement. I agree to abide by these Guidelines, and to otherwise cooperate with the Market management, including but not limited to payment of all of the required fees. I agree to sell at the Milton Farmers Market only those items I have listed on the attached application. I acknowledge that the management reserves the right to restrict the type of product(s) I am allowed to sell at the markets. I agree that any new and/or additional products must be pre-approved by Milton Farmers Market prior to sale. I acknowledge those products must be of my own production or produced at the location described on my application. I accept full responsibility for all my activities in the market (and for those assisting me) throughout the term of this season's market (June - October, 2017). I acknowledge the authority of the Market Manager and the Farmers Market Steering Committee to settle any disputes regarding product legitimacy, procedural and vendor conduct violations subject to appeal under the procedures set forth in the Market rules. I agree to allow the Market Manager and/or representatives of the Market to inspect the premises where the products offered for sale are produced at any time. Failure to allow an inspection will constitute a violation of Market rules. I understand that Milton Farmers Market does not carry any insurance policies to cover individual participants and that I am strongly encouraged to carry such insurance and to name Milton Farmers Market as co-insured. Reimbursement to MCYC: Applicant hereby agrees to reimburse Milton Community Youth Coalition (MCYC) for any expense of providing labor, equipment, or facilities for cleanup, restoration, or repair the premises may require due to any use or activity carried on by me, or those authorized to act on my behalf under my permit. Indemnification and Hold-Harmless Agreement: The undersigned, for himself and, if different, for the person or organization on behalf of whom this application is submitted, hereby covenants to indemnify the MCYC and its employees, agents and assigns, and to hold them harmless, from any liability and/or for any contractual or quasi-contractual obligations to third parties in connection with the activity, event use or occurrence. I certify that the information contained in this application is true and accurate.

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

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

Printed Name: \_\_\_\_\_

**PLEASE NOTE: All checks should be made out to MCYC**

Print, sign, and return by mail to:  
**Milton Farmers Market, % MCYC**  
P.O. Box 543, Milton, VT 05458  
[Kagan@miltonyouth.org](mailto:Kagan@miltonyouth.org)