



Dear Market Applicants,

The Marlton Farmers' Market ("Market") takes place on Wednesdays from 4:00PM - 7:00PM, May 24, 2023 through September 13, 2023. The mission of the Market is to provide access to fresh, locally produced fresh food and products to the residents of Evesham Township and surrounding communities. In addition to local farmers, the market will include local businesses, community groups, and live music.

The Market promotes sustainability, provides local farmers with a way to connect directly with their customers and supports public health, making fresh local fruits and vegetables readily available.

The Marlton Farmers Market is located at Evesboro Downs Park at 159 Evesboro-Medford Road, Marlton, NJ 08053.

OUR MISSION:

The Market is a place where local farmers, producers of sustainable food and other products, can sell their goods and build relationships with consumers; where residents can come to see and meet their neighbors and enjoy local food and entertainment; while contributing to and participating in their Evesham Township community.

Legal Requirements. All food vendors must be licensed businesses covered by the required business liability insurance identified in the application instructions. Food businesses must complete all applicable certifying applications including the Mobile Market Retail Food Establishment Application with the Burlington County Health Department.

If you would like to participate in Marlton Farmers' Market and have a product to offer and can meet the legal requirements, please submit the following application to the Township of Evesham, Clerk's Office. We are excited to consider including you in this year's Market. We wish you the best and appreciate your interest in the Marlton Farmers' Market!

Sincerely,

Marlton Farmers' Market Committee

FOOD VENDOR APPLICATION INSTRUCTIONS

ALL VENDORS ARE ACCOUNTABLE FOR THE REQUIREMENTS DESCRIBED THEREIN

✓ REQUIREMENTS FOR APPLICATION SUBMISSION

- A. To submit your application please answer all applicable questions completely and attach additional required documentation as necessary. All vendors must read the rules and regulations in full. By signing the application, prospective vendors agree to abide by the Market Rules. A completed food vendor application includes:
- Application (pg. 3-5)
 - Insurance Information (pg. 6)
 - Hold Harmless/Indemnification Agreement (pg. 7)
 - Applicant Certification & Affidavit (pg. 11)
 - Copy of Insurance Certificate
 - Copies of all applicable Health Department permits, required forms or licensing certifications

NOTE: Failure to provide this information shall be cause for rejection of application as submitted. Incomplete applications will not be considered.

- B. Send completed application and supporting documents to:

Township of Evesham
c/o Evesham Township Clerk
984 Tuckerton Road
Marlton, NJ 08053

OR via email to

MarltonFarmMarket@gmail.com

- C. Upon application approval, the Township Clerk will send you an invoice.

Please make checks payable to: Township of Evesham

Send payment to:

Township of Evesham
c/o Evesham Township Clerk
984 Tuckerton Road
Marlton, NJ 08053

✓ Early Bird FEES & DEADLINES

- A. Full Season: **\$200** (Veteran Owned Business: \$180)
- B. Individual Dates: **\$35 each** (Veteran Owned Business: \$25)
- C. Application Deadline: **March 1st, 2023**
- D. Payment Deadline: **March 20th, 2023**
- E. All vendor fees are non-refundable.
- F. Approved vendors who do not submit payment by March 20th, 2023 will not be allowed to participate.

✓ FEES & DEADLINES

- G. Full Season: **\$250** (Veteran Owned Business: \$230)
- H. Individual Dates: **\$35 each** (Veteran Owned Business: \$25)
- I. Application Deadline: **April 3, 2023**
- J. Payment Deadline: **April 24, 2023**
- K. All vendor fees are non-refundable.
- L. Approved vendors who do not submit payment by April 24, 2023 will not be allowed to participate.

NOTE: Applications will be reviewed by the Township and approved by the Township Manager with advice and input from the Chair of the Marlton Farmers' Market Committee, or his or her designee. Applicants will be notified as to whether the application has been approved or denied. *After the official application process has closed, the Township reserves the right, in its sole discretion, to admit additional vendors to the Market at any time.*

✓ MARKET SEASON

The Marlton Farmers' Market will operate **every Wednesday** of the month **from 4:00PM to 7:00PM** (or dusk, whichever is earlier) starting Wednesday **May 24, 2023** through **September 13, 2023**.

VENDOR APPLICATION

Contact Information

Business Name: _____

Name of Primary Contact: _____

Business Mailing Address: _____

City, State, Zip: _____

Where your business is licensed: _____

Business Phone: _____ Home Phone: _____

Cell Phone: _____ E-mail: _____

Website Address: _____

Social Media Accounts: _____

Individual(s) responsible for market Day-Of Space management:

• Name: _____ Title _____

• Cell Phone: _____ E-mail: _____

Vendor Type: Choose one of the following Vendor categories:

_____ **Farmer/Producer** of raw or minimally processed agricultural products

_____ **Processor** of local products by others creating a value-added product

_____ **Prepared Foods** produced in whole or part at the Market, intended primarily for immediate consumption

_____ **Other** (non-food) please specify _____

Are you applying as a:

_____ **Full-Season** Vendor (May 24, 2023 through September 13, 2023)

\$250 (\$230 if veteran-owned business) *(Early Bird fee is \$200 or \$180 for veteran-owned business if application is received by March 1, 2023)*

_____ **Individual Dates** Vendor (reserve space on a per week basis): \$35 per date

\$35 (\$25 if veteran-owned business)

MUST INDICATE dates of attendance with **X**:

5/24	5/31	6/7	6/14	6/21	6/28	7/5	7/12	7/19	7/26

8/2	8/9	8/16	8/23	8/30	9/6	9/13

General Information: Tell us about your business;

Products: Please list all products you wish to sell at the market:

Do you grow and/or raise all products or create all products or ingredients that you plan to sell at the Market?

Yes No

If "No," please list all products in question including their origin.

Please note any products that will be purchased or taken on consignment from others to sell.

** See the Rules and Regulations, Section IV for further information.*

Please use the following space if you desire, to include in the comments or attach labels, photos of your products or display tables, your advertising graphics, market signage, price sheets, or promotional materials, websites, news articles or other items that communicate your product or business.

INSURANCE

Applicable for FOOD VENDORS ONLY

Insurance Co. _____

Policy # _____ Expiration Date: _____

**NOTE: more information see Rules and Regulations, Section V.*

Each participating vendor in the farmer's market shall provide with application an Accord Certificate of Insurance with a Commercial General Liability limit of \$1,000,000 each Occurrence, \$1,000,000 General Aggregate and \$1,000,000 Products Completed Operations Aggregate.

Each **Certificate of Insurance** shall contain a statement that the policy applies to all operations that are undertaken by the insured during the Market season.

Each **Certificate of Insurance** shall contain the following information or statements:

1. Name and address of insured
2. **List as *Additionally Insured*:**
 - **Township of Evesham**, 984 Tuckerton Road, Marlton, NJ 08053
3. The number and description of each policy in force on the date of the Certificate
4. The expiration date of each policy shown as well as the amount of coverage for each party.
5. A statement showing the method of cancellation. If cancellation may be affected by the giving of notice to the insured and the Township by the insurer, the policy and Certificate must provide that cancellation shall not be effective until ten days after receipt of such notice by Evesham Township.

All policies must be kept in full force during the term of participation in the Marlton Farmers Market season and each policy shall contain a rider stating that the policies are non-cancellable unless sixty (60) days' notice are provide to the parties insured.



HOLD HARMLESS/INDEMNIFICATION AGREEMENT

Between the Township of Evesham and

_____ (Name of Vendor).

WITNESSETH:

1. _____ (Vendor) agrees to release, indemnify and hold harmless the Township of Evesham, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of Evesham Township, from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to Marlton Farmers' Market.

Dated: _____ Signed:

Authorized Signature of the Vendor

Name: _____

Title: _____

Witness: _____

RULES AND REGULATIONS

All participating vendors are expected to abide by the following Market Rules. The Township Manager and/or his or her designee shall have the authority to enforce these regulations and to exclude non-conforming growers/vendors. These rules are subject to revision at the discretion of the Township Manager at his or her discretion as necessary.

I. REQUIREMENTS FOR APPLICATION SUBMISSION

- A. All applicants must submit a complete application form and required supporting documents.
- B. Failure to provide all of the information requested shall be cause for rejection of an application.
- C. Selected applicants shall provide proof of the appropriate insurance, if applicable, have been provisionally-approved by completing the Mobile Retail Food Establishment Application and inspection with the Burlington County Health Department and any other licenses, or permits required prior to opening day of the Market season and/or their first day participating in the Market thereafter.
 - D. Submission of an application shall constitute the consent of the vendor to comply with these Rules and Regulations.

II. SPACE ASSIGNMENTS/HOURS of OPERATION/PARTICIPATION

- A. The market will be open from 4:00 pm to 7:00 pm (or by dusk, whichever is earlier) on market days. Vendors must check in with the Township designee upon arrival.
- B. All vendors are responsible for booth set-up. Mobile Retail Food Establishment Vendors may arrive at 2:45pm to be set up to vend by 3:00pm at least 1 hour before the event start time, as required by the Burlington County Health Department. All other vendors may set up no earlier than 3:00 pm. No vehicles will be permitted to drive through the market beginning fifteen (15) minutes prior to market opening (3:45 pm) and fifteen (15) minutes after market closing (7:15 pm *or by dusk, whichever is earlier). Vendors should be set up and ready to sell by market opening time and shall remain at the vendor space until the market closes.
- C. Vendors without PROVISIONALLY APPROVED APPLICATIONS will be required to leave.
- D. Food vendors who lack required equipment, who attempt to vend unsafe foods, who vend a menu they were not pre-approved for or vend foods from an unapproved source will be required to leave.
- E. Assigned spaces at the market fall to the discretion of the Township. The Township will endeavor to maintain consistency in space assignment but reserves the right to reassign spaces as necessary to organize the market each week.
- F. Vendors must notify the manager or his/her designee 24 hours in advance if they are unable to attend on a Market Day when they are expected. Failure to provide the manager or his/her designee with prior notice may result in loss of a space in the market. (Contact manager: marltonfarmmarket@gmail.com)
- G. Vendors are limited to displaying, sampling, and selling products within the space assigned to the Vendor by the Township each Market Day.
- H. Participants in the market must obtain approval from the Township **before** introducing a new product not represented on the application.
- I. Growers/Vendors must maintain the space assigned to them in a clean and sanitary condition. The space must be left in clean condition when leaving. **No trash may be left at the market.** Aisle space is reserved for customer circulation.
- J. The grower, a member of the immediate family, or a paid employee may sell products. Collusion among growers/vendors to change prices or exertion of any influence, pressure or persuasion to cause a grower/vendor to change prices is strictly forbidden.

- K. Vendors must display a sign identifying the name and location of their farm or business.
- L. Vendors must have signs, boards, tags or labels listing prices of every item for sale.
- M. Consumption of alcoholic beverages (with the exception of samples distributed by approved vendors) and smoking are prohibited within the market area.

III. ELIGIBILITY FOR PARTICIPATION

- A. All persons/vendors intending to sell at the Marlton Farmers Market must, prior to participation, have an approved application on file with Evesham Township.
- B. Prior to participation all vendors shall have an executed Hold Harmless Agreement included on file with the Township of Evesham, in addition to, required proof of insurance (\$1,000,000), licenses and or permits, where applicable.
- C. Vendors must be the owner/operator of the farming/business operation and may not be operating the business under a franchise agreement.
- D. The Burlington County Health Department shall be contacted prior to opening to conduct a pre-opening inspection to determine compliance with all health-related regulations. The vendor must provide the Township with his/her most recent Health Inspection report upon request.

IV. TYPES OF VENDORS/PARTICIPANTS and SELECTION

- A. One of the Market's goals is to support local New Jersey agriculture and products. As such it is expected that all agricultural products must be grown or produced locally. Exceptions may be made for products that are not local to the region.
- B. All farm fresh products must be grown, produced, or foraged by the vendor. The re-sale of agricultural products is not permitted unless the product is otherwise unavailable at the market.
- C. Space will be available for the following types of vendors:
 - Farmers
 - Produce milk, cream, cheese, yogurt, or eggs
 - Harvest vine fruits or berries from a tree or vine as well as honey with your own bees
 - Livestock for meat, hide, or wool
 - Raise seedlings, flowers, herbs, or potted plants
 - Cook sweet treats; pies, cookies, cakes, rolls and even treats or meals for animals
 - Make sauces, preserves, candy, chutney, drinks, jerky or food preservation salting, smoking or drying
 - Produce rubs, herb blends, or condiments
 - Roast coffee beans or nuts
 - Developing oils, vinegars, soaps and lotions
- D. The Township reserves the right to accept new growers/vendors and/or commodities into the market based on availability of space, type of product, and compliance with the USDA, Burlington County Health Department New Jersey Dept. of Public Health, any necessary licenses, and the Rules and Regulations of Marlton Farmers' Market.
- E. Preference will be given to vendors that are "Jersey Fresh" certified, accept SNAP, WIC and other applicable food assistance programs.

V. Food Vendors ONLY - INSURANCE REQUIREMENTS

Vendors must secure and maintain Commercial General Liability insurance coverage during the term of participation in the Market. Upon receiving notice that the vendor is being offered a space as a vendor at the Marlton Farmers Market, the vendor shall provide the Township of Evesham with a Certificate of Insurance evidencing that said insurance is and will be in effect during the term of participation in the Market and naming the Township of Evesham as an Additional Insured.

Each participating vendor in the farmer's market provide with application an Accord Certificate of Insurance with a Commercial General Liability limit of \$1,000,000 each Occurrence, \$1,000,000 General Aggregate and \$1,000,000 Products Completed Operations Aggregate.

Each Certificate of Insurance shall contain a statement that the policy applies to all operations that are undertaken by the insured during the Market season.

Each **Certificate of Insurance shall contain** the following information or statements:

1. Name and address of insured
2. **List as *Additionally Insured*:**
Township of Evesham, 984 Tuckerton Road, Marlton, NJ 08053
3. The number and description of each policy in force on the date of the Certificate
4. The expiration date of each policy shown as well as the amount of coverage for each party.
5. A statement showing the method of cancellation. If cancellation may be affected by the giving of notice to the insured and the Township by the insurer, the policy and Certificate must provide that cancellation shall not be effective until ten days after receipt of such notice by Evesham Township.

All policies must be kept in full force during the term of participation in the Marlton Farmers Market season and each policy shall contain a rider stating that the policies are non-cancellable unless sixty (60) days' notice are provided to the parties insured.

NOTE In lieu of insurance, **non-profit, craft sellers and civic groups** participating in the Market must execute the **indemnification document** provided in this document.

VI. Market Spaces:

Spaces at the Market are approximately 15 feet wide and 15 feet deep, intended for a maximum 6'-8' long folding table, with room for product storage to the rear. The maximum number of Spaces for any individual vendor is two. * Because the Market's layout is dictated by the venue's space, not all Spaces will allow equal amounts of space and may not be perfectly square. The market space will allow vendors to pull their vehicles behind their folding tables for quick loading and unloading.

***NOTE:** *Exceptions to this rule may be made by market management on a case-by-case basis and must be arranged prior to the beginning of the season.*

APPLICANT CERTIFICATION & AFFIDAVIT

I, _____, hereby certify that I have read this application and the Marlton Farmers' Market 2023 Rules and Regulations and if accepted into this Market, I will abide by all Rules and Regulations of the Marlton Farmers' Market and accept all decisions and interpretations made by the operator of the Market, as final.

I agree to sell at the Market only those products listed in this application. I also acknowledge the products identified in my application are of my own production or produced at the location described on my application. The commercial activities proposed in said application comply with all relevant government rules and regulations. I acknowledge and accept full responsibility for actions taken at the Market by myself and all those employed by or assisting me.

I acknowledge the sole authority of the Township Manager or other designee of the Township to enforce and interpret the Rules of the Market, to immediately settle any disputes regarding product legitimacy, application deficiencies or vendor conduct violations and impose any penalties, up to and including possible suspension of privileges to participate in the Market now or in the future, immediate removal from the Market or revocation of permission to participate in subsequent Market events.

I agree to allow the Township and/or representatives of the Market at any time to inspect the premises where the products offered for sale are produced and acknowledge that failure to allow an inspection will constitute a violation of Market rules. I understand that the Marlton Farmers' Market does not carry insurance covering individual participants and as a participating vendor I am required to carry such insurance.

Name of Business: _____

Signature: _____ Date: _____

Name of Signatory: _____

Title: _____