



HUBBARD FARMER'S MARKET

VENDOR HANDBOOK

Sponsored by the **City of Hubbard**

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MISSION & OBJECTIVES

Welcome to the Hubbard Farmer's Market (HFM) - a market developed and operated by the City of Hubbard Parks & Recreation Department. HFM showcases some of the area's finest products. Superior produce and goods are sold directly to the buying public by growers, gatherers and producers.

The Hubbard Farmer's Market was created to establish operations of a seasonal, open air market in downtown Hubbard.

The objectives of the HFM are:

1. To provide an informal social gathering place in an open-air setting for the Hubbard community and our neighbors.
2. To enhance the downtown business community.
3. To give the community access to a wide variety of fresh, local, in-season products direct from the producer and to provide a centralized location for local producers to market directly to the buying public.

The market concept is built around three principal elements:

1. Regional farmers who sell fresh fruits and vegetables, horticultural items and other products from their farms (HFM is primarily agricultural).
2. Local Refreshment vendors who provide value added, processed, or baked goods for the shoppers' convenience.
3. Hot Food vendors who provide food services at the market that are prepared onsite for immediate consumption.

Hubbard Farmer's Market also incorporates the following on a limited basis:

1. Craft vendors
2. City invited participants
3. Business Sponsor Booths

As used throughout this handbook, the "City" shall mean the City of Hubbard, including its officers, agents, employees, representatives, commissions, committees, and volunteers.

MARKET LOCATION

HFM is held in Rivenes Park, located at 2600 D St., Hubbard.

2018 MARKET DATES & HOURS

The 2019 market season will commence on June 1st and continue through August 24th.

The market is open to the public from 9am-12pm.

GUIDELINES & REQUIREMENTS FOR ALL VENDORS

MARKET ELIGIBILITY & PARTICIPATION

1. HFM welcomes applications from all vendors that meet the Market's requirements. As used throughout this handbook, "Vendor" shall mean all of the vendor types identified in this handbook and shall include each vendor's employees and agents.
2. *Please review this handbook thoroughly prior to submitting application.*
3. Product guidelines and selection criteria are detailed in full.
4. All products must be grown, raised, caught, gathered, produced or crafted by vendor.

CODE OF CONDUCT EXPECTATIONS

1. Vendors shall be honest and conduct themselves in a courteous and business-like manner. Rude, abusive, or other disruptive conduct will not be permitted.
2. To maintain a positive atmosphere, Vendors should bring concerns about the Market to the Market Manager of the day or Market Commission, not to customers or other Vendors.
3. No loud hawking, shouting, or barking is allowed to attract attention.
4. Vendors are responsible for the actions of their employees and agents.

VENDOR SELECTION

Submission of a vendor application does *not* imply acceptance into HFM:

1. Vendors, other than Business Sponsors, are not selected on a first-come, first-serve basis.
2. Every applicant is reviewed annually.
Participation in previous years does not guarantee acceptance in future years (although HFM is loyal to returning vendors whom staff has created a positive relationship with).
3. Various aspects are considered in the decision-making process, and vary depending on the type of vendor. However, the following will be generally considered:
 - a) Types and number of duplicated items in the market.
 - b) The ability of the vendor to meet applicable requirements. For example, Farmer/Growers must grow at least 75% of the product that they are selling at the market and be able to show documentation of farm location and products grown.
 - c) Previous Market experience.
 - d) The vendor's commitment to ensuring that all environmental aspects are considered.
 - e) The proximity of the vendor's business to the City of Hubbard.
 - f) The number of markets applied for..

APPLICATION PROCEDURES

1. A \$20 one-time application fee is required for all vendors.
2. *Application will not be considered complete until this fee is received.*
3. Interested applicants may apply to the Farmers' Market beginning April 5, 2019
4. Applications are due by May 15, 2019

****Please do not pay application fee prior to acceptance****

VENDOR FEE PAYMENTS

For Weekly Booth fees, **Pre-Payment is required and due by May 15, 2019**

All Application & Weekly Vendor Fees must be dropped off at Hubbard City Hall during Business Hours:

(Monday - Thursday, 7:30am to 5:30pm)

- Cash, Check, Credit will be accepted at City Hall.
- Alternatively, a check may be mailed (at least one week in advance) to:

Hubbard Farmer's Market
% Hubbard City Hall
3720 Second Street
P.O. Box 380
Hubbard, Oregon 97032

INCLEMENT WEATHER POLICY

In general, it is HFM's policy to be open rain or shine.

1. **HFM** will not be closed unless the safety of vendors and customers is threatened.
2. Any necessary changes or modifications are determined by the Market Manager.
 - a. Notifications of change will be issued as far in advance as possible.
 - b. If a modification or cancellation is required, vendors will be *notified via email*.
3. In the event of the cancellation of **HFM**, vendors will *not* be required to pay booth fees for that Market date (if booth fees have already been submitted, the vendor will be refunded **or credited to a future booth**).

MARKET STALL CANCELLATION POLICY

1. Except in emergencies, vendors will forfeit **their entire weekly booth rental fee** if the Market Manager is not informed of a cancellation by *noon on Wednesday prior to Saturday market*. **If vendors withdraw prior to Wednesday at noon, they will be subject to a cancellation fee equal to 50% of the weekly booth rental fee.**
2. Failure to notify or show up to the market will result in a warning **and payment forfeiture** the first instance and a review of vendor participation in the market the second instance.
3. Vendors are not permitted to sub-lease their stalls.

1. All refunds will be processed by City Hall during business hours.

(Monday - Thursday, 7:30am to 5:30pm)

2. *No money will be exchanged for any reason with the Market Manager on the days of the events.*
3. It may take up to 5 business days to process refunds

4. NO refunds will be available on day of market.

VENDOR RULE & HANDBOOK CHANGES / UPDATES

The City reserves the right to adopt additional rules relating to vendor participation in the Market or to modify these rules. The additional or modified rules shall be effective 1 week following delivery of a copy of the revised or additional rules to the vendor, or 1 week following the date of electronic notification to all Vendors.

Continued participation in the Market by the vendor shall be deemed assent to the revised rules.

INDEMNIFICATION

The Vendor shall defend, indemnify, and hold harmless the City against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission **connected** in any way **to the Vendor's participation in HFM** or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification but is in addition to such common law or statutory provisions.

EXCLUSION OF DAMAGES AND REPRESENTATIONS

1. The City shall not be liable to the Vendor for any damages of whatsoever character or nature arising out of or related to the Vendor's application, booth reservation, inventory, or participation in the Market, whether direct, indirect, consequential (including lost profits), or special damages.
2. The City is not liable for acts by third parties or acts of nature, including weather.
3. The City is not liable for lost or stolen property; all risk of loss of Vendor's property shall be that of Vendor.
4. Vendor certifies, acknowledges and agrees that the **terms of this handbook are** accepted and executed on the basis of Vendor's own examination and personal knowledge of the premises and personal property and Vendor's own opinion thereof; all prior negotiations, representations of fact or opinion or agreements relating to said property made by the City or any agent thereof upon which **Vendor** may have relied are expressly waived, which waiver is a material part of the consideration of the execution of this contract by the City.

CONTACT INFO FOR **HFM** COMMISSION

Chair: **Ally Sobo**

Vice Chair: **Bethany Zito**

Hubbard.OR.FarmersMarket@gmail.com

Phone: **(503) 902-0904**

SET-UP & OPERATION OF VENDOR STALLS

1. All vendors are provided with *stall space of approx. 10' x 10'*.
 - A. Farmer/grower vendors may request and be granted additional booth space depending on availability.
 - B. Booth location is determined by Market Manager.
2. *There is no power available at any location at HFM*, Vendors must provide their own power source as needed.
3. **Noise-producing generators are prohibited.**
4. All vendors shall provide their own booth or sun/rain cover. All participants must provide their own tables/chairs. HFM is unable to store any of your equipment.
5. Vendors are permitted to **park their vehicles next to the park** to unload their supplies before market opening.
6. Unload your supplies as quickly as possible and remove your vehicle prior to setting up your booth.
7. For safety reasons, all vehicles, **other than approved food carts**, must be removed by 8:45 am. Late arriving vendors must park offsite and carry their supplies in.
8. **Vendors** must be ready for operation when the market opens promptly at 10am.
9. Booths must be staffed at all times (Market hours are 9:00 am - 12:00 pm).
10. **Vendors** are not allowed to disassemble booths before the Market closes at 12 pm unless permission is first obtained directly from the Market Manager. In the event a vendor runs out of product, he/she must keep his/her booth intact until the close of the Market. Early departures are not permitted.
11. Market Close- you may pull into lot when you are packed up and ready to depart. Again, be safe and aware of others. **All vendors must be vacated by 1:00 pm.**
12. **Vendors** are not allowed to sell or distribute products before opening time or after closing.
13. Please park in designated Vendor Parking, as defined by the Market Manager.
14. *Please do not park in spaces designated for surrounding businesses.*
15. Booth spaces not occupied by 8:30am shall be deemed forfeited and may be reassigned to another vendor unless prior approval has been given by the Market Manager.
16. **Vendors** are responsible for keeping their space attractive during Market hours and for cleaning up their space after the Market closes, *including the removal of garbage and sweeping up any debris.*
17. **Vendors** shall not permit any waste **on the property, or allow any stripping or damage to the property** by action of the Vendor, its agents or employees. No shrubs, trees or other vegetation may be damaged, moved or otherwise disturbed as a result of this agreement. Vendors shall repair, replace or restore the **stall** area so that it is free from evidence of vendor's use.
18. Due to Market expansion and contraction throughout the season, the Market Manager may request vendors to change stalls. When this situation arises, the Market Manager will consult with affected vendors and determine the best solution. The Market Manager is the final decision-maker.
19. No **smoking** in the **market** area.

GUIDELINES & REQUIREMENTS BY VENDOR TYPE

CITY INVITED PARTICIPANTS

1. On occasion, to provide particular types of information at the market that the City desires to convey to its residents, the City may invite certain participants to use booth space to communicate such messages on its behalf. The participants may include representatives of City, County or State governments, special districts and school districts serving the community, as well as community partners such as nonprofits providing services to and in the community.
2. City invited participants may use booth space only to convey the message and provide such information as requested by the City.
3. If City invited participants desire to sell products, the goods must first be approved by the Market Manager. Additionally, City invited participants are responsible for meeting all health requirements and obtaining any permits and licenses applicable to such products.
4. City invited participants are exempt from application fees and weekly booth fees as they are providing a service by communicating a particular message or conveying certain information on behalf of the City.

CRAFT VENDORS

SELECTION CRITERIA

For Craft Vendors, HFM is a producer-only event (craft vendors must create what they sell). Crafts and goods must be handmade, handcrafted, and/or re-purposed by the Craft Vendor. Craft Vendors will not be permitted to sell crafts or goods which they did not make, create, or alter. Goods selected must be reasonably priced and affordable to the HFM audience (“reasonable prices” are determined by the Market Management team).

Vendors selling the following crafts and goods will be permitted: jewelry; succulent planters; pottery; yard, lawn, and garden decor and games; planting and gardening supplies; aprons; personalized clothing, decals, and tableware; gold panning supplies; original watercolor artwork; shoes; wooden crafts (e.g. toys, tables, shelves); concrete sculptures; bags; home linens; and children’s crafts (e.g. slime, gak, sand items). In addition to the general criteria listed above, Craft vendors will be selected using the following criteria: prior experience selling in farmers markets and similar events; amount of revenue generated from prior experience at such events; length of time in business; proximity of craft vendor’s studio to Hubbard; and whether the crafts or goods intended to be sold are created locally or from locally-sourced materials.

- Because the Hubbard Farmer’s Market is primarily an agricultural market, craft vendor participation is limited.
- Per federal copyright infringement law, goods such as fabric, charms, or prefabricated items with copyrighted images such as but not limited to, Disney, NFL/NBA logos, DC or Marvel Comic Logos, Dr. Seuss, Loony Tunes, TMNT, etc. are strictly prohibited. Violators will be asked to remove and discontinue selling the items immediately.

FEES

1. The booth fee for accepted craft vendors is \$15 for a 10’ x 10’ stall space.

PRODUCT GUIDELINES

1. All products must be grown, produced or collected by the vendor in Oregon, Washington, or Idaho. Products allowed for sale at the market include but are not limited to: vegetables, fruits, berries, herbs, nuts, flowers, plants, eggs, honey, fungi, dairy products, nursery products, and some selected food items which are made by the vendor such as cheese. (No alcohol sales will be permitted this 2018 year.) It is our preference to have a variety of products offered, with little or no duplication.

- a. **HFM** is for farm fresh, locally grown products and not an outlet for resale of wholesale produce. Vendors are allowed to supplement their own products with other locally grown product as long as the vendor grows at least 75% by value of the overall product that they offer for sale at **HFM** in the current market season. Vendors are asked on the application to name anticipated farms that they may sell for during the season. **All produce not grown or produced by the vendor must be labeled with a sign indicating origin of product. The displayed sign must be at least 4" x 6"**.
 - b. Should concerns arise regarding adherence to this policy the Market Manager will inform grower of concern and may schedule a visit to the farm. Challenges may be made for products not adhering to the 75/25% rule for poor quality or for misrepresentation of product.
 - c. The Market Manager may employ the services of qualified person(s) to determine legitimacy of 75% overall product production. If a violation is found after the investigation, a written warning will be issued for a one-week suspension. If a second offense occurs, the Farmer/Grower forfeits the stall space for the remainder of the year. No refund will be made in the event of **suspension or forfeiture**.
2. Farmer/Grower Vendors are required to display a sign identifying their farm or business by name and the location the farm.
 - a. This rule accommodates three areas of concern: 1. The rule allows vendors and market staff to monitor the 75% grown rule, 2. The rule helps assure that no product is from wholesale product markets, 3. The rule educates the public on where their food is coming from, expanding their knowledge of local farms that they can support. **Market staff may visit vendors at their production locations to confirm compliance to the percentage rule.** Signage must be securely attached to booth or stall as not to interfere or impede foot traffic.
 3. Plant vendors must propagate bedding and landscape plants and flowers (live or cut), seed, cuttings, bulbs, plugs or plant divisions. All plants must sell in standard, non-decorative nursery containers, unless specific request has been made and approved by market commission.
 4. All products sold at **HFM** must be of superior quality.

FEES

Booth Fees per 10' X 10' stall space:

Weekly: \$15.00

Harvest Pass: \$45 (4 consecutive Saturdays)

Season Pass: \$150 (all Saturdays **in the Market Season**)

PRODUCT SAMPLING PROCEDURES

All Farmer/Growers serving or offering samples of food must abide by Oregon Department of Agriculture rules including, **but not limited to**, the following:

1. The Oregon Department of Agriculture (ODA) requires a hand-washing unit with a faucet to rinse knives, platters and both hands simultaneously.
2. All sample produce must be thoroughly washed in a mild soap solution using Dr. Bronner's soap or comparable food grade soaps and then rinsed with clean water.
3. Designate one knife (no folding knives) for cutting. Clean the knife thoroughly prior to cutting into each new piece of fruit.
4. Always keep a supply of paper towels on hand (preferably recycled).
5. All samples must be served with toothpicks, reducing the opportunity for multiple contacts.
6. Refill produce platters only after all previous produce is gone and the platter is rinsed clean.
7. Clean your hands between each step.

Market staff will visit your booth space occasionally during the market season to ensure these health safety standards are being followed. If you have any questions relating to health and safety issues, please contact the Market Manager or staff immediately. Copies of the ODA Food Sanitation Guidelines are available upon request.

INSURANCE

1. Farmer/Grower Vendors shall obtain liability insurance prior to participation in the Market and shall maintain in full force and effect during participation in the Market, at the Vendor's expense, a completed **operations and product liability** insurance policy for the protection of the Vendor and the City, its officers, agents, employees, commissions and volunteers. If the insurance policy is issued on a "claims made" basis, then the **Vendor** shall continue to obtain and maintain coverage for not less than three years following the completion of the contract.
2. The policy shall be issued by a company authorized to do business in the State of Oregon, protecting the **Vendor, its employees and agents**, against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned with limits not less than (a) \$1,000,000 per occurrence and \$2,000,000 in the aggregate for comprehensive general or commercial general liability insurance policies, or (b) the limit of public liability contained in ORS 30.260 to 30.300 for any policy, whichever is greater. The **Vendor** shall not undertake any acts that shall affect the coverage afforded by the above policy.
3. The insurance company shall provide the City with a certificate of insurance and an endorsement thereto naming the City as an additional insured and will provide the City thirty days written notice of cancellation or material modification of the insurance contract. The obligation to provide notice to the City shall be in substantially the following language: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named"; it is not sufficient for the insurance carrier to merely "endeavor" to give notice or for the certificate to absolve the insurance carrier from obligation or liability in the event of the insurance carrier's failure to mail such notice.
4. The Contractor shall not sell any product until the City has received copies of applicable insurance policies or acceptable evidence that appropriate insurance heretofore mentioned is in force (**copies must be submitted to the Market Manager by May 15th**).

COMPLIANCE WITH GOVERNMENT REGULATIONS AND ORGANIC CERTIFICATION.

1. Vendors shall observe and abide by all laws, rules and regulations imposed by any lawful governmental authority and relating in any way to any activity conducted on the premises. The vendor's agents and employees must also abide by these laws while on premise.
2. Vendors are responsible for complying with state and local health and licensing regulations governing the production and sale of their products.
3. Vendors are required to submit documentation of licenses to the Market Manager prior to the start of the Market season. Applicable licenses may include:
 - a. Cheese/Dairy: ODA Dairy Processor's License.
 - b. Farmer/Grower: ODA Certified Scales License for each scale you intend to use at **HFM**.
 - c. Fish: ODA Food Processor's License or ODA Retail Food Establishment License.
 - d. Meat/Poultry: ODA Meat Seller's License and/or ODA Rabbit/Poultry Slaughter License
 - e. Nursery/Plant: ODA Nursery License (if your plant sales are over \$250 per year).
 - f. Organic Registration: Products advertised as "certified organic" must be certified by an organization endorsed by The National Organic Program. A copy of the license must be given to the Market Manager prior to the start of the Market season. The National Organic Program is operated by the United States Department of Agriculture. Certified organizations include Oregon Tilth, the Oregon Department of Agriculture and the Washington Department of Agriculture. Vendors may not use "certified organic" wording to describe product unless it has been certified.

For additional information regarding organically grown certification, please contact:
Oregon Tilth Certification 260 SW Madison Ave., Suite 106 Corvallis, OR 97333
Phone: 503-378-0690

For additional information regarding Food Safety with the Oregon Department of Agriculture, please contact:
Oregon Department of Agriculture, Food Safety Division 635 Capitol St. N.E. Salem, Oregon 97310
Phone: 503-986-4720

For additional information regarding Nursery Licenses with the Oregon Department of Agriculture, please contact:
Oregon Department of Agriculture, Plant Division 635 Capitol St. N.E. Salem, OR 97310 Phone:
503-986-4640

For additional information regarding Scale Licenses with the Oregon Department of Agriculture, please contact:
Oregon Department of Agriculture, Measurement Standards 635 Capitol St. N.E. Salem, OR 97310 Phone:
503-986-4670

4. Vendors who fail to comply with these rules or applicable state and local regulations are subject to removal from the market and forfeiture of their stall fees. Further, if the violation threatens the health or safety of the public or other vendors, or the violation is repeated following a warning, the Market Manager may remove the vendor and prohibit said vendor from returning for the remainder of the season and from submitting an application for future market seasons.

HOT FOOD VENDORS

COMPLIANCE WITH GOVERNMENT REGULATIONS & FOOD GUIDELINES

1. Vendors shall observe and abide by all laws, rules and regulations imposed by any lawful governmental authority and relating in any way to any activity conducted on the premises. The vendor's employees and agents must also abide by these laws while on premise.
2. Vendors are responsible for complying with state and local health and licensing regulations governing the production and sale of their products. Vendors who fail to comply with applicable state and local regulations may be subject to removal from the market and forfeiture of stall fees.
3. Vendors are required to submit documentation of licenses to the Market Manager prior to the start of the Market season. Applicable licenses may include:
 - a. Temporary Restaurant License from Marion County Health Department
 - b. Current Food Handler's Permit
4. Because hot food vendors are selected based on product, the vendor shall offer for sale those products that have been approved by the Market Manager on the vendor's application. No other products, services or items shall be offered for sale without the written approval of the Market Manager.
5. Vendors who fail to comply with these rules or applicable state and local regulations are subject to removal from the market and forfeiture of stall fees. Further, if the violation threatens the health or safety of the public or other vendors, or the violation is repeated following a warning, the Market Manager may remove the vendor and prohibit said vendor from returning for the remainder of the season and from submitting an application for future market seasons.

NO EXCLUSIVITY

In order to provide the greatest variety of appropriate food product and in an effort to avoid duplication of types of food product (although HFM does not warrant that a similar food product will not be approved for sale) no vendor has exclusive rights to sell a particular type of food product.

1. Food vendors may apply in writing to the Market Manager for permission to alter food products offered for sale.
2. **HFM** reserves the right, upon 5 days' notice, to reduce, limit, rotate or change the dates of a food vendors participation in order to vary the types of food product available at the market.
3. Goods selected must be reasonably priced and affordable to the **HFM** audience ("reasonable prices" are determined by the Market Management team). Food and beverages shall be sold at a reasonable cost. Reasonable cost shall be considered the opinion of the **Hubbard Farmer's Market**.

Examples of products not suitable as food products at the Market include vitamins and/or dietary supplements.

PRODUCT SAMPLING PROCEDURES

All Hot Food Vendors serving or offering samples of food must abide by ODA rules including the following:

1. ODA requires a hand-washing unit with a faucet to rinse knives, platters and both hands simultaneously.
2. All sample produce must be thoroughly washed in a mild soap solution using Dr. Bronner's soap or comparable food grade soaps and then rinsed with clean water.
3. Designate one knife (no folding knives) for cutting. Clean the knife thoroughly prior to cutting into each new piece of fruit.
4. Always keep a supply of paper towels on hand (preferably recycled).
5. All samples must be served with toothpicks, reducing the opportunity for multiple contacts.
6. Refill produce platters only after all previous produce is gone and the platter is rinsed clean.
7. Clean your hands between each step.
8. Market staff may visit your booth space occasionally during the market season to insure these health safety standards are being followed. If you have any questions relating to health and safety issues, please contact the Market Manager or staff immediately. Copies of the ODA Food Sanitation Guidelines are available upon request.

FEES

The booth fee for Hot Food Vendors is \$40 per day

INSURANCE

Hot Food Vendors shall obtain prior to participation in the Market and shall maintain in full force and effect during participation in the Market, at the Vendor's expense, a completed **operations and product liability** insurance policy for the protection of the Vendor and the City, its officers, agents, and employees. If the insurance policy is issued on a "claims made" basis, then the **Vendor** shall continue to obtain and maintain coverage for not less than three years following the completion of the contract. The policy shall be issued by a company authorized to do business in the State of Oregon, protecting the **Vendor, its employees or agents** against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned.

1. **Hot Food Vendors must have insurance with limits not less than (a) \$1,000,000 per occurrence and \$2,000,000 in the aggregate** for comprehensive general or commercial general liability insurance policies, or (b) the limit of public liability contained in ORS 30.260 to 30.300 for any policy, whichever is greater.
2. The **Vendor** shall not undertake any acts that shall affect the coverage afforded by the above policy. The insurance company shall provide the City with a certificate of insurance and an endorsement thereto naming the City as an additional insured and will provide the City thirty days written notice of cancellation or material modification of the insurance contract. The obligation to provide notice to the City shall be in substantially the following language: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named"; it is not sufficient for the insurance carrier to merely "endeavor" to give notice or for the certificate to absolve the insurance carrier from obligation or liability in the event of the insurance carrier's failure to mail such notice.
3. The **Vendor** shall not sell any product until the City has received copies of applicable insurance policies or acceptable evidence that appropriate insurance heretofore mentioned is in force (**copies must be submitted to the Market Manager by May 15th**).

REFRESHMENT VENDORS

Refreshment vendors must **manufacture products in the Northwest** (Oregon, Washington, Idaho) from the direction of the owner.

COMPLIANCE WITH GOVERNMENT REGULATIONS & FOOD GUIDELINES

Vendors shall observe and abide by all laws, rules and regulations imposed by any lawful governmental authority and relating in any way to any activity conducted on the premises. The vendor's employees and agents must also abide by these laws while on premise.

Vendors are responsible for complying with state and local health and licensing regulations governing the production and sale of their products. Vendors who fail to comply with applicable state and local regulations may be subject to removal from the market and forfeiture of stall fees.

Vendors are required to submit documentation of **applicable** licenses to the Market Manager prior to the start of the Market season. Applicable licenses may include:

- A. Bakery: Oregon Department of Agriculture (ODA) Bakery License
- B. Processed/Value Added Foods: ODA Food Processor License
- C. ODA Certified Kitchen License

For additional information regarding Food Safety with the Oregon Department of Agriculture, please contact:

*Oregon Department of Agriculture, Food Safety Division
635 Capitol St. N.E. Salem, Oregon 97310
Phone: 503-986-4720*

Because refreshment vendors are selected based on product, the vendor shall offer for sale those products that have been approved by the Market Manager on the vendor's application. No other products, services or items shall be offered for sale without the written approval of the Market Manager.

1. Vendors who fail to comply with these rules or applicable state and local regulations are subject to removal from the market and forfeiture of stall fees. Further, if the violation threatens the health or safety of the public or other vendors, or the violation is repeated following a warning, the Market Manager may remove the vendor and prohibit said vendor from returning for the remainder of the season and from submitting an application for future market seasons.

FEES

The booth fee for Refreshment Vendors is \$15 per day.

NO EXCLUSIVITY

1. In order to provide the greatest variety of appropriate food product and in an effort to avoid duplication of types of food product (although **HFM** does not warrant that a similar food product will not be approved for sale) no vendor has exclusive rights to sell a particular type of food product.
2. Food vendors may apply in writing to the Market Manager for permission to alter food products offered for sale.
3. **HFM** reserves the right, upon 5 days' notice, to reduce, limit, rotate or change the dates of a food vendors participation in order the vary the types of food product available at the market.
4. Goods selected must be reasonably priced and affordable to the **HFM** audience ("reasonable prices" are determined by the Market Management team). Food and beverages shall be sold at a reasonable cost. Reasonable cost shall be considered the opinion of the **Hubbard Farmer's Market**.
5. Examples of products not suitable as food products at the Market include vitamins and/or dietary supplements.

INSURANCE

Refreshment Vendors shall obtain prior to participation in the Market and shall maintain in full force and effect during participation in the Market, at the Vendor's expense, a completed products insurance policy for the protection of the Vendor and the City, its officers, agents, and employees. If the insurance policy is issued on a "claims made" basis, then the **Vendor** shall continue to obtain and maintain coverage for not

less than three years following the completion of the contract. The policy shall be issued by a company authorized to do business in the State of Oregon, protecting the **Vendor, its employees or agents**, against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned.

1. Vendors (food produced off-site in a Certified Kitchen) must have insurance with limits not less than (a) \$1,000,000 per occurrence and \$2,000,000 in the aggregate for comprehensive general or commercial general liability insurance policies, or (b) the limit of public liability contained in ORS 30.260 to 30.300 for any policy, whichever is greater.
2. The **Vendor** shall not undertake any acts that shall affect the coverage afforded by the above policy. The insurance company shall provide the City with a certificate of insurance and an endorsement thereto naming the City as an additional insured and will provide the City thirty days written notice of cancellation or material modification of the insurance contract. The obligation to provide notice to the City shall be in substantially the following language: “Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named”; it is not sufficient for the insurance carrier to merely “endeavor” to give notice or for the certificate to absolve the insurance carrier from obligation or liability in the event of the insurance carrier’s failure to mail such notice.
3. The **Vendor** shall not sell any product until the City has received copies of applicable insurance policies or acceptable evidence that appropriate insurance heretofore mentioned is in force (**copies must be submitted to the Market Manager by May 15th**).

FOOD TRUCK VENDORS

Product Guidelines & Selection Criteria

Submission of application does not imply acceptance into HFM. Participants are not selected on a first-come, first-serve basis. Applicants are juried and reviewed annually. Participation in previous years does not guarantee acceptance in future years (although HFM is loyal to returning vendors whom staff has created a positive relationship with). Additionally, various aspects are considered in the decision-making process, including the following:

1. The suitability of the product to the goals and purposes of the Market. Preference may be given to those vendors who provide healthy and nutritious fare.
2. Products sold at HFM must be of superior quality.
3. It is our preference to have a variety of products offered, with little or no duplication.
4. Previous Market experience (either at HFM or at other venues). If applicable, this includes a vendor's past performance and cooperation with other market vendors, Market Manager, staff, and county inspectors.
5. Booth display, cleanliness and product signage appropriate to the market venue will be considered.
6. The vendor's commitment to ensuring that all environmental aspects are considered will also be evaluated.
7. Please note no electricity is available on site.

COMPLIANCE AND GOVERNMENT REGULATIONS

Vendors must observe and abide by all the laws, rules and regulations imposed by any lawful governmental authority and relating in any way to any activity conducted on the premises, and shall require all of Vendor's agents, employees, and agents upon the premises to do likewise.

1. Vendors are responsible for complying with state and local health and licensing regulations governing the production and sale of their products. Food vendors are responsible for meeting health requirements and obtaining any permits and licenses applicable to their products.
2. Food consumed on premises must have the following applicable documentation:
 - Temporary Restaurant License/Food Truck License from Marion County Health Department
 - Current Food Handler's License from at least one individual operating the booth each week.

Because Food Truck vendors are selected based on product, the vendor shall offer for sale those products that have been approved by the Market Manager on the vendor's application. No other products, services or items shall be offered for sale without the written approval of the Market Manager.

- D. Vendors who fail to comply with these rules or applicable state and local regulations are subject to removal from the market and forfeiture of stall fees. Further, if the violation threatens the health or safety of the public or other vendors, or the violation is repeated following a warning, the Market Manager may remove the vendor and prohibit said vendor from returning for the remainder of the season and from submitting an application for future market seasons.

FEES

The space fee for Food Truck Vendors is \$40 per day

NO EXCLUSIVITY

In order to provide the greatest variety of appropriate food product and in an effort to avoid duplication of types of food product (although HFM does not warrant that a similar food product will not be approved for sale) no vendor has exclusive rights to sell a particular type of food product.

1. Food vendors may apply in writing to the Market Manager for permission to alter food products offered for sale.
2. HFM reserves the right, upon 5 days' notice, to reduce, limit, rotate or change the dates of a food vendors participation in order to vary the types of food product available at the market.
3. Goods selected must be reasonably priced and affordable to the HFM audience ("reasonable prices" are determined by the Market Management team). Food and beverages shall be sold at a reasonable cost. Reasonable cost shall be considered the opinion of the 3rd. St. Market.

Examples of products not suitable as food products at the Market include vitamins and/or dietary supplements.

SETUP REQUIREMENTS:

1. Participants shall provide their own power to the food truck/cart as none is available on location.
2. Operation timelines are communicated to vendors upon acceptance. Most events require vendors to be ready for operation at least 15 minutes prior to the event start time.
3. Vendors must provide their own recycling/trash containers for customer use.
4. Vendors are not allowed to disassemble before the event closes, early departures are not permitted.

INSURANCE

Food Truck Vendors shall obtain prior to participation in the Market and shall maintain in full force and effect during participation in the Market, at the Vendor's expense, a completed products insurance policy for the protection of the Vendor and the City, its officers, agents, and employees. If the insurance policy is issued on a "claims made" basis, then the Contractor shall continue to obtain and maintain coverage for not less than three years following the completion of the contract. The policy shall be issued by a company authorized to do business in the State of Oregon, protecting the Vendor, its employees or agents against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned.

1. Vendors (food produced off-site in a Certified Kitchen) must have insurance with limits not less than (a) \$1,000,000 per occurrence and \$2,000,000 in the aggregate for comprehensive general or commercial general liability insurance policies, or (b) the limit of public liability contained in ORS 30.260 to 30.300 for any policy, whichever is greater.
2. The Vendor shall not undertake any acts that shall affect the coverage afforded by the above policy. The insurance company shall provide the City with a certificate of insurance and an endorsement thereto naming the City as an additional insured and will provide the City thirty days written notice of cancellation or material modification of the insurance contract. The obligation to provide notice to the City shall be in substantially the following language: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named"; it is not sufficient for the insurance carrier to merely "endeavor" to give notice or for the certificate to absolve the insurance carrier from obligation or liability in the event of the insurance carrier's failure to mail such notice.
3. The Vendor shall not sell any product until the City has received copies of applicable insurance policies or acceptable evidence that appropriate insurance heretofore mentioned is in force (copies must be submitted to the Market Manager by May 15th).

BUSINESS SPONSORS

1. Business Sponsor vendors may promote their business from within the booth boundaries, but no sales are permitted from the booth.
 - Stall space limited to 1 Business Sponsor Vendor per week of the market season.
 - The first 14 Business Sponsor Vendors to apply will be accepted.

FEES

- The booth fee for Business Sponsor Vendors is \$100 per week for 10' X 10' booth.

PAYMENT/ BOOTH OPTIONS:

- ___ \$150. "Season Pass" for all vendors/farmers for all 13 dates. 10'x10' space, payable by May 15, 2019.
- ___ \$45. "Harvest Pass" for any 4 consecutive Saturdays, payable by May 15, 2019.
- ___ \$15 single dates for vendors. Please list dates below. Payable by May 15, 2019.
- ___ Business Sponsor, 10'x10' space (1 date per season). Payment due by May 15, 2019.
- ___ \$0 City Invited Participants, 10'x10' space (1 date per season).

BOOTH DATES REQUESTED:

MARKET MANAGERS: ALLY SOBO AND BETHANY ZITO
HUBBARD CITY HALL | 3720 SECOND STREET | PO BOX 380 | HUBBARD, OR 97032