

Aya Community Markets

Vendor Application Form and Agreement

Market Date: July 30th, 2011 from 11am-5pm @ 3000 Pennsylvania Avenue Baptist Church (3000 Pennsylvania Avenue SE)

Primary Contact _____

Primary Contact Phone _____ Primary Contact Email _____

Business Name _____

Mailing Address _____

City _____ State _____ Zip _____ Tax ID _____

Website _____

Indicate Your Farmer Producer Artist/Crafter

Vendor Type Secondary Producer Non-Profit

(see Market Rules Prepared Producer Other

For a description) Other Description _____

Please Describe Your _____

Business & Offerings _____

- I have read and hereby agree to abide by all rules and regulations as outlined in "Market Rules and Regulations."
- I agree to indemnify and hold harmless Dreaming Out Loud, Inc., Aya Community Markets its incorporators, and its Board of Directors as well as any subsidiary, affiliate corporation and all of their directors, officers, agents, and employees of the aforementioned from any and all liability for damage, injury or loss to any person or goods for any reason related to activities related to Aya Community Markets.
- I shall, at my own cost and expense, defend any and all suits against myself or the Aya Community Markets resulting through my participation as a vendor. My failure in defending against any and all suits can result in Dreaming Out Loud, Inc. and Aya Community Markets defending such suits at vendor's expense.
- I agree to sell only products that I, and/or my immediate family or employees, have grown or produced on my property and/or property I lease. I will not re-sell any product purchased from a wholesale warehouse, retailer or other grower. I realize that failure to comply may result in my suspension or expulsion from Aya Community Markets without refund
- As a **secondary producer**, I affirm that all products sold at market are produced in a commercially-approved and certified kitchen. My operation strictly adheres to applicable health code requirements valid in my jurisdiction and have included a copy of our commercial kitchen certification to this application.
- As a **prepared producer**, I affirm that my operation meets all applicable health department regulations of the District of Columbia and I am permitted to legally sell prepared foods at public markets.

Signature: _____ Date: _____

MARKET RULES AND REGULATIONS

Aya Community Markets (ACM), - powered by Dreaming Out Loud, Inc. – is a community-centered economic and holistic health initiative that combines education, farmers’ markets and community supported sustainable agriculture to provide access to healthy food and improved nutrition in “food deserts” and/or underserved communities.

In addition *Aya Community Markets (Aya, or the Market)* will host a wide range of family and nutritional programs to include live entertainment, chef demonstrations and youth activities. *Aya* will provide a platform for local vendors, farmers and producers and other small businesses to reach new customers. Additionally, *Aya* will serve as an economic engine and social hub for activity that holistically benefits the communities we engage that are in need of quality produce and other products and services.

Below is an overview of the market rules and regulations as well as information that will help all vendors whether – nonprofits, artists, craftspersons, prepared food vendors, or other qualifying vendor. Please feel free to contact Tarik Lott at ayamarkets@dreamingoutloud.net or **202-714-5568**.

Permitted Vendors Types:

- **Farmer:** Produces/grows raw ingredients such as produce, vegetables, fruit, meat, or fish. May make value-added foods (e.g. sausage, tomato sauce, smoked fish) with own major ingredients. Other ingredients (typically produce) must be principally regional.
- **Secondary Producer:** Produces preserves, baked goods, and other products principally from regional ingredients obtained from other farmers. Tea, juice, and coffee vendors may also be included in this category.
- **Artist/Crafter:** Local artist, crafts persons, or entrepreneurs producing non-edible items for purchase at the market.
- **Nonprofit:** A local nonprofit organization that seeks to outreach with market attendees. These organizations must have a mission or purpose that is congruent with that of *Aya*.
- **Other:** Other type of vendor that does not fit with any of the criteria above. Other vendor types may be considered. Preference is given to those vendors that help meet the overall mission of *Aya*.

Vendor Application Requirements

- **Application:** All vendors must submit a completed *Aya Community Markets Agreement* as part of the annual application process to any and all appropriate fees.
- **Fees:**
 - **\$35.00 for Single - 10x10 space**
 - **\$65.00 for Double - 20x20 space**

- **Pay by Credit/Debit Card #** _____ **Exp.** ___ / ___
OR
- Mail check or money order payable to:

Dreaming Out Loud Inc.

920 U Street, NW Washington, D.C. 20001

- **Proof of Insurance:** All vendors – whether nonprofits, farmers, secondary producers, and prepared producers, etc. must provide proof of Liability Insurance.
- **Proof of Business License:** All farmers, secondary producers, and prepared producers must provide a copy of their business license and their tax id under which their business operates.
- **Proof of Commercially-Approved Kitchen:** All secondary producers and prepared producers are required to provide proof of a commercially-approved kitchen from their applicable jurisdiction’s health department or regulating agency.

Booth Assignment/Market Canopies/Tents/Umbrellas

- Each vendor will be assigned a **single** 10’x10’ space or **double** – 20’x20’ space.
- All canopies, umbrellas, and other forms of stall cover must be **sufficiently** and **safely** secured to the ground, from the moment the canopy is erected at the start of the market day until the moment immediately before it is taken down at the end of the market.
 - **Sufficiently** means at least 24 pounds per leg for canopies, and at least 50 pounds for umbrellas. One canopy manufacturer recommends at least 40 pounds on each corner of a 10x10 tent; double that on a 10x20 tent.
 - **Safely** means that the method used to secure the canopy does not create its own safety hazards:
 - Canopy weights should not cause a tripping hazard
 - Canopy weights should be tethered with lines that are clearly visible
 - Canopy weights should have soft edges to avoid causing scrapes and cuts
 - Canopy weights should be securely attached to the canopy
 - Canopy weights should be on the ground and not above people’s heads.
- Vendor must occupy only the space assigned unless otherwise directed by the Market Manager.
- A sturdy tent with canopy properly weighted for windy conditions is required for each assigned space.
- Tent must have an approved Certificate of Flame Retardancy available upon request of applicable authorities.
- Vendor must arrive at least 1 hour before start time and set up before the market opens.
- Vendor is responsible to set up his/her own booth.
- Vendors must remain completely set-up for the duration of the market.
- Tables, chairs, and tents are not provided.

Vendors Responsibilities at Market

- Produce should be mature but not overripe and must be clean and free of contamination
- Meat and dairy must be prepackaged and temperature controlled as required.
- Repackaging of goods prepared by others is prohibited.
- There will be NO SMOKING by vendors at the Market.
- Vendors will conduct themselves courteously at the Market.
- Only approved market goods may be sold. There will be no raffles, ticket selling, etc. except by and for the Market as a whole.
- Collection and reporting of District of Columbia sales tax, meals tax and/or local tax, or other necessary taxes, if any, is the responsibility of the vendor.
- Baked goods should be mixed, baked, finished and packaged.
- For Secondary Producers, only products produced by the producer (meaning the producer, family members, or employees) to whom the space has been assigned may be sold.
- Vendors will sell only products of good quality.
- **NOTE:** The Market Manager (s) reserve the right to, when available, to inspect producer's farms/businesses, including leased property, to verify compliance with the Producer Only Rule after receiving a written complaint and after giving 24-hour notice to producer.
- **NOTE:** It is the Vendor's responsibility to have all applicable license and insurance documentation on hand when selling at the market to prove the legality of your entity's operation at Aya Community Markets.

How Products Should be Sold

- Products may be sold by weight, volume or count
- Vendor has the right and responsibility of establishing prices on his/her own products.
- Vendor **MUST** post a sign in a noticeable manner in his/her booth area which identifies Vendor's business. This educational sign will, at a minimum, include:
 - Farm/business name and location (county, city, state)
 - It is also encouraged for this sign to include a photo (if possible), a brief history and and biography on the farm/business and a description of the growing practices of the farm.
 - Lettering must be clearly legible.
 - Vendor must also indicate the prices of products being sold.

Sanitation and Health Requirements

- It is the responsibility of all vendors to know, understand, and meet applicable health and food safety regulations while operating at the market or preparing items for sale at the market.
- Vendors must meet generally accepted practices of sanitation at their booths.
- Vendor is required to maintain his/her area in a neat and clean, sanitary condition.
- Areas will be inspected by the Market Manager during the market and before the vendor leaves.

- At the end of each market, all vendors are expected to work together to clean the general area of the market.

Complaints & Disagreements

- The Market Manager (s) is charged with overseeing the operation of the market.
- Complaints by consumers or vendors should be written and signed.

Inclement Weather Policy

It is the authority of Market Managers and *Aya Community Markets* management to close a market early or open a market late due to severe or inclement weather. It is our responsibility to ensure a safe and orderly market environment. Market Managers and *Aya Community Markets* management will make decisions to alter market times based on weather reports and on site market conditions.

Enforcement of Rules

- Participants in the *Aya Community Markets* must at all times conform to the market rules. Any participants who fail to comply therewith shall be suspended from the market until further notice and without refund.
- Non-compliance with any of the market rules may result in the permanent suspension or expulsion of the vendor from the market at the discretion of the Market Manager.
- Participants found to be in violation of the Producers Only Rule can be permanently removed without refund.

Indemnification

- The vendor agrees to indemnify and hold harmless Dreaming Out Loud, Inc. and *Aya Community Markets*, including its incorporators and Board of Directors, the Market Manager, and Pennsylvania Avenue Baptist Church from any liability for damage, injury or loss to any person or goods for any reason related to the operation of *Aya Community Markets*.

Signature:

Date:

Printed Name: