

## Bayview Farmers Market Association, LLC

PO Box 902, Langley, WA 98260

360-321-4302

www.bayviewfarmersmarket.com

### *2010 Vendor Application*

**Market Season April 24 to October 30, 2010**

Saturdays, 10 am to 2 pm (rain or shine)

**Returning Vendor:**            Yes    No                    Regular    Drop-In

**2010 Status:**                Regular Vendor            Drop-In Vendor

**Name** \_\_\_\_\_

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

**Mailing Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zipcode** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **UBI #** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Products to be sold and description** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- UBI # is the State of Washington Unified Business Identifier number. All vendors who sell at farmers markets in Washington are required to have a state number.

We are happy you are interested in becoming a vendor at the Bayview Farmers Market — vending at our market is a great way to develop your business, connect with the community, make some extra money and have fun.

*Please complete this application and return all three pages.*

#### **What we offer:**

As a vendor, you are entitled to a 10-foot by 10-foot space where you can market your product. We do not provide tents, tables or electricity. Although we attempt to give you the same market location each we do not guarantee it. (Adjustments are made weekly, depending on the number of vendors who sell any given Saturday.) Vendors wishing more than one space pay an

applicable fee (see page two) for each space, Only one application needs to be filled out, **unless vending in multiple categories**. In addition to a yearly membership fee for each space, we collect 10 per cent of your weekly sales. Farmers and brokers are entitled to a reduction (to 5%) during our shoulder season. (April 24 through May 22, and September 11-October 30, 2010).

**What we need from you:**

- Please submit a photograph of your products and information about how you plan to market your product. (Farmers are exempt from this requirement). The photograph becomes the property of BFMA and will not be returned. (Photos are not required of returning vendors selling the same product.)
- A check (made out to the Bayview Farmers Market, LLC) for the appropriate fee for each space.

If you will be selling food items – such as breads, jams, meat or prepared hot foods – you will need to submit additional information (see below). If you have questions about whether you will need a food handler’s permit, contact Sally Waters at the Island County Health Department, 360-240-5564 or 360-321-5111, extension 5564.

**We will need two copies of the following documents before you will be allowed to vend:**

- Current food handler’s permit
- Name and location of commercial kitchen where your product is prepared (include contact name and telephone number) (if applicable)
- Organic certification (if applicable)
- USDA certification (if applicable)
- Special product liability insurance (if applicable)
- Those selling eggs must have an Egg Handler/Dealer License
- Those selling products by weight must have a certified scale and a Weighing and Measuring Devices Addendum
- Those brokering farm products must also have a Cash Buyer’s License or Produce Dealer’s License

Once we have received your application, you will be contacted within two weeks (14 days) by the market representative of the category for which you have applied (i.e., farm, food, craft). Please note that filing of a completed application does not necessarily guarantee you a spot.

**2010 FEES for each space (double that if you wish two spaces) are:**

If paid by February 15, 2010:	Farmer, \$25	Other vendor, \$30
If paid after February 15, 2010:	Farmer, \$30	Other vendor, \$40.

**Note:** Market space is allocated based on prior membership. Preference is given to returning vendors. To maintain that preference, applications, paperwork and checks must be received by March 15. Applications submitted after March 15 will be considered as new vendors.

# *Market Vendor Agreement*

This is an agreement between (vendor's name):

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and the Bayview Farmers Market Association, LLC (BFMA) for the use of (one) (two) spaces.

The vendor has read and has a copy of the current policies, procedures and by-laws of the BFMA and agrees to abide by these policies.

Vendor agrees to indemnify, defend and hold harmless the BFMA, its officers, directors, and staff from any and all losses, costs, damages, liabilities and expenses including (without limitation) reasonable attorney fees, rising directly out of negligence, willful misconduct, or illegal acts of the vendor (and their representatives) or any claim for personal injuries to customers by vendor's products.

The BFMA agrees to indemnify, defend and hold harmless the vendor and their representatives from any and all losses, costs, damages, liabilities and expenses including (without limitation) reasonable attorney fees, rising directly out of any negligence, willful misconduct, or illegal acts of the BFMA or any claim for personal injuries to customers by BFMA conduct.

Vendor may terminate this agreement at any time upon two (2) days written notice to the BFMA. The BFMA may terminate this agreement upon two (2) days written notice to the vendor, but only after receiving written request to terminate the vendor agreement from the executive board of the BFMA.

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Vendor

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Board President

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Date

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Date