

STONE HARBOR FARMER'S MARKET

To participate in Stone Harbor's Farmer's Market please:

1. Read Farmer's Market Rules & Regulations
2. Completely fill out the Application form and Sign
3. Return completed form and payment check along with photocopies of appropriate permits, insurance certificates and licenses, by mail to:

Borough of Stone Harbor/Farmer's Market
Kim Stevenson
9508 Second Avenue
Stone Harbor NJ 08247

4. You will be notified in writing of acceptance.

**Failure to include all requested documentation and payment
will result in a delay in processing your application.**

Contact Information:

Kim Stevenson, Administrative Assistant Monday ~ Friday 8:30am to 4:00pm (609)368-6800 X3

Mike Mattera, Stone Harbor Farmers Market, Manager (609)827-5476

2016 STONE HARBOR FARMERS MARKET APPLICATION

Name of Vendor: _____

Contact Person: _____ (Print)

Address: _____

Phone Number: Day _____ Night _____

E-Mail Address: _____

What is your Specialty? _____

What will you be bringing? _____

Please list any date you are unable to attend, if applicable: _____

Location: Water Tower parking lot on 95th Street Stone Harbor NJ 08247

Days: Every Sunday morning ~ June 12th through September 4th, 2015

Time: 8:00am to 12:30pm. Set up time: 7:00am

Site Fee: \$500.00 per season. *Space for truck and display not to exceed approximately 200SF***

\$250.00 Non-Refundable Deposit is due along with application by 4/15/16

\$250.00 Balance is due by 5/15/16

If final payment is NOT received by due date it will result in forfeiture of your seasonal space and non-refundable deposit

Failure to make 3 or more dates shall result in forfeiture of your seasonal fee and your space for the remainder of the season.

You must provide enough product to fulfill market hours. Breakdown may not begin until 12:30pm

Liability Insurance Certificate required naming Borough of Stone Harbor as "Additional Insured".

Vendors will be responsible for their own tables, tents, stands etc. to be set up and taken down the same day, removing any and old produce & trash. General Rules and Regulations enclosed.

Parking of all vehicles must be in the designated lot located at 94th & Second Ave. This lot is a free lot and there are no meter fees required therefore there will be no permits issued for the upcoming season.

By signing below you agree to adhere by the Rules and Regulations established and that you have read and understand all Requirements of the Stone Harbor Farmers Market.

Signature: _____ Date: _____

Office Use Only:

Date Rec'd _____ Check# _____ Amount _____ Final Payment Rec'd _____

Insurance Certificate: _____ Expiration Date: _____

Please Return Application to:

**Borough of Stone Harbor/Farmers Market
Attention: Kim Stevenson
9508 Second Avenue
Stone Harbor NJ 08247**

Contact Information:

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GENERAL RULES AND REGULATIONS

- 1. Complete Applications must be received by Wednesday, April 15th, 2016:**
 - All Vendor applications must be signed , acknowledging the applicants understanding and agreement to adhere to all Stone Harbor Farmers Market Rules & Regulations
 - All vendor applications must be completed in full and include copies of all applicable permits and/or certificates, including but not limited to:
 - Product Liability Insurance naming the Borough of Stone Harbor as “Additionally Insured”
 - Hold Harmless Agreement - Witnessed
 - County Board of Health Permits (if applicable)

- 2. All scales must bear a current seal from the County sealer of Weights and Measure.**

- 3. All prices must be clearly posted.**

- 4. Packaged and processed products must be labeled with the name of the farm or producer, the address and the weight of the contents. (State Law)**

- 5. No peddlers or unauthorized vendors will be permitted at the Market.**

- 6. Stall space:**
 - Vendors must accept the stall space assigned by the Market Manager. Size of the stall space will be approximately 200 SF or as determined.
 - Vendors are required to arrive no later than 7:45 AM Reserved space may be released to another vendor 15 minutes before the Market begins if a vendor has not arrived.
 - No Vendor may enter selling area to set up prior to 7:00 AM. No vehicles may pull in or out of the market during the market hours of operation.
 - Vendors must obtain their stall space in a sanitary condition. Each Vendor shall remove containers, waste & trimmings before leaving the Market.
 - Market will be open during inclement weather subject to vendor’s decision.
 - Must have 10 X 10 Tent

- 7. All vendors must comply with all applicable Federal, State and Local Laws, Ordinances and regulations.**

8. **Attendance:** Please make the best attempt to attend all event dates. **Failure to make 3 or more dates shall result in forfeiture of your space for the remainder of the season and fees paid.** Invites are at the discretion of the Borough of Stone Harbor.
9. **Product Liability Insurance.** Vendor will provide the Borough with a Certificate of Insurance and Hold Harmless Agreement. Vendor understands and agrees that the Market's Insurance does not provide coverage whatsoever on the behalf of the Vendor.

10. Safety and Health Guideline:

- Every stall shall have a trash box for public use.
- No display tables may be filled over carrying capacity, items on the display must be stable, table legs must be secure and tables must not cave in.
- All connecting rods of the shade set-ups must be tied to vendors table or vehicle or otherwise secured with weight, tarps must be securely fastened.
- No stakes may be driven into the parking lot.
- All boxes or crates of produce or other food products must be kept 6" off the ground. (State Health and Safety Code)
- No smoking by Vendors is permitted during Market hours.
- Vehicle flow must not endanger pedestrians. No vehicles may pull in or out of the Market during official market hours of operation.
- Bicycles are not allowed in the Market area, bicycle racks are provided.
- All Vendors shall keep their vehicles, merchandise and tables within marked spaces or as Market Manager designates. Pedestrian flow may not be congested due to a Vendor's set-up.
- Canned foods are prohibited from the market. (e.g. Vegetables, meats, etc.) No clothing, crafts or similar merchandise allowed
- Vendor must disclose whether products are organically grown or non-organically grown.
- Borough has the right to amend the Rules without notice as conditions or experience may warrant.

Resources & Contacts:

Cape May County Health Department (609)465-1187

<http://www.capemaycountygov.net/Cit-e-Access/webpage.cfm?TID=5&TPID=10827>

NJ Department of Agriculture (609)292-3976

<http://www.state.nj.us/agriculture/>

NJ Department of Weights & Measures

<http://www.state.nj.us/lps/ca/weights/wmreg.htm>

INDEMNITY CLAUSE

(Hold Harmless Agreement)

To the fullest extent permitted by law, _____ agrees to defend, pay on behalf of, indemnify and hold harmless the Borough of Stone Harbor, its elected and appointed officials, its agents, employees and volunteers and other working on behalf of the Borough of Stone harbor against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted , claimed or recovered against or from the Borough of Stone Harbor, its elected and appointed officials, its agents, employees, volunteers and other working on behalf of the Borough of Stone Harbor, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the use of:

95th Street Parking Lot during the weekly Farmer’s Market – 2016

By: _____

Date: _____

For: _____

(Print Name)

Witness: _____

(Address)

SCHEDULE OF INSURANCE

Notwithstanding the indemnification and defense obligation of the Facility User, the Facility User shall provide at its own cost and expense proof of the following insurance to the Municipality:

- A. General Liability Including Products and Completed Operations
With a Minimum combined single limit of liability per occurrence for bodily Injury and property damage of five hundred thousand dollars (\$500,000.00)

The Borough of Stone Harbor shall be named as “Additional Insured”

Failure by the Facility User to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this Agreement.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the Municipality. The facility User shall take no action to cancel or materially change any of the insurance required under this Agreement without the Municipality’s prior approval. The maintenance of insurance under this section shall not relieve the Facility User of any liability greater than the limits or scope of the applicable insurance coverage.