

**2020 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 be specific so that we do not offer space to any vendor that may duplicate product*

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

**Location: Water Tower parking lot on 95<sup>th</sup> Street Stone Harbor NJ 08247**  
**Days: Every Sunday morning ~ May 24th through September 6th, 2020**  
**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 4/1/20  
\$250.00 Balance is due by 5/1/20

***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 94<sup>th</sup> & 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. Please take into consideration that the Meter parking spaces surrounding our market should be made available for the visitors of our market.

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: Jenny Olson  
9508 Second Avenue  
Stone Harbor NJ 08247**

**Contact Information:**

Jenny Olson, Tourism Director, Monday through Friday 8:30am to 4:00pm (609) 368-5102 x340

Email: [tourism@SHNJ.org](mailto:tourism@SHNJ.org)

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

**INDEMNITY CLAUSE** (Hold Harmless Agreement)

Name of Business/Vendor Participating in the Annual Stone Harbor Farmers Market

\_\_\_\_\_ will be referred to as “**USER**” from this point forward.

**USER** shall indemnify save harmless and defend the Borough of Stone Harbor, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Borough of Stone Harbor against from and against any and all claims, losses, costs, attorney fees, damages or injury including death and/or property loss, expense claims or demands arising out of **User’s** participation in the Borough of Stone Harbor Farmers Market, including all suits or actions of every kind or description brought against the **Borough of Stone Harbor**, either individually or jointly with **USER** for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by **USER**, or through any negligence or alleged negligence in safeguarding the **Borough of Stone Harbor Farmers Market**, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER**.

The above **USER** shall inspect the described FACILITY (IES) / EQUIPMENT prior to the use of the FACILITY (IES) / EQUIPMENT and report any defective, hazardous or dangerous conditions found at the FACILITY (IES) / EQUIPMENT to Market Manager at 609-827-5476, and **USER** shall immediately cease the use of the FACILITY (IES) / EQUIPMENT until such defective, hazardous or dangerous conditions are remedied. After the use of the FACILITY(IES) / EQUIPMENT, **USER** shall immediately report to the Borough of Stone Harbor any and all defects, hazards, damages or dangerous conditions upon or adjacent to the FACILITY(IES) / EQUIPMENT.

**INSURANCE**

Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance in the amount of \$1,000,000 and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from **User’s** use of the FACILITY(IES) / EQUIPMENT, whether it is to be used by the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER** or by anyone for whose acts any of them may be liable.

**USER** shall be required to name the **Borough of Stone Harbor** as an “Additional Insured” on the **User’s** policy of commercial general liability insurance, and simultaneously with the delivery of the Stone Harbor Farmers Market Application, **USER** shall provide the Borough of Stone Harbor with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the **Borough of Stone Harbor** has been designated as an “Additional Insured” where required. The **USER** shall also provide the Additional Insured Endorsement page(s) to be included with the Certificate. On or before the renewal date of said policy, **USER** shall be required to provide the **Borough of Stone Harbor** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **Borough of Stone Harbor** as an “Additional Insured” for the duration of this agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than \$1,000,000 or greater where required by law.

Signed by an authorized representative of the **USER** and the **Borough of Stone Harbor** on

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**User (signature)**

\_\_\_\_\_  
**Borough Representative**

\_\_\_\_\_  
**User (Print Name)**

\_\_\_\_\_  
**Borough Representative (Print)**

## **STONE HARBOR FARMER'S MARKET**

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

1. Read Farmer's Market Rules & Regulations

Please note that all vendors are required to comply with Borough of Stone Harbor, Ordinance No. 1524 and Ordinance No. 1536, which pertain to environmentally acceptable packaging and product. Please be aware that non-compliance may result in fines. An informational sheet is attached.

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  
Jenny Olson  
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:**

Jenny Olson, Tourism Director, Monday - Friday 8:30am to 4:00pm  
(609) 368-5102 x340

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

## **GENERAL RULES AND REGULATIONS**

### **1. Complete Applications must be received by April 1st, 2020:**

- All Vendor applications must be signed, acknowledging the applicant's 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 7:30 AM – Set up must be completed prior to 8:00 AM. Reserved space may be released to another vendor 30 minutes before the Market begins if a vendor has not arrived.
- Set up is encouraged as early as possible. No vehicles may pull in or out of the market during the market hours of operation.
- Vendors must maintain 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.**

- All vendors are required to comply with Borough of Stone Harbor, Ordinance No. 1524 and Ordinance No. 1536, which pertains to environmentally acceptable packaging and product. A copy is enclosed for your review.

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>

Below is a list of suppliers of packaging that offer eco-friendly options. This is only a sample and not a complete list, nor an endorsement of any specific company.

South Jersey Paper, Vineland, NJ (800)232-6927

<http://southjerseypaper.com/eco-products/>

Imperial Bag & Paper Company, Bayonne, NJ (201) 437-7440

<http://www.imperialbag.com/Programs/Details/8>

Crest Paper Products, Trenton, NJ (609) 394-5357

<http://www.crestpaper.com/Product-List.aspx?mode=t&TagId=2&srcContent=Green Products>

Sysco – Philadelphia (800)220-3663

<https://www.sysco.com/Products/Products/Sysco-Brand-Family/EarthPlus.html>

Green Paper Products (877)341-5464

<https://greenpaperproducts.com/>

Webstaurant Store

<https://www.webstaurantstore.com/green-restaurant-supplies.html>

World Centric.com

<https://www.worldcentric.com/>

VegWare

<https://www.vegwareus.com/index.php?&ccUser=>



# Borough of Stone Harbor

## PROHIBITION ON

## SINGLE USE PLASTICS

## FOR SPECIAL EVENTS

Prohibited Use of Single Use Plastics & Polystyrene/Plastic Foam Disposable Food Serveware at all Approved Special Events by the Borough

### NEW REGULATION!

**Effective June 1, 2019**, any entity or individual who has been issued approval to participate in or host a special event within the Borough of Stone Harbor is prohibited from providing single use carry out plastic bags and polystyrene /plastic foam disposable food serveware. **ALL** disposable food serveware shall be recyclable and/or compostable and subject to the provisions within the Borough Ordinance Chapter #466-19 which can be viewed online @ [www.shnj.org](http://www.shnj.org)

### Why This New Regulation?

The Borough of Stone Harbor is a leader in sustainability efforts. The ultimate goal of this new ordinance is to protect the marine life and wildlife of the surrounding waterways, maximize the operating life of landfills and lessen the cost of managing waste within our community.

### How Does It Affect Me?

If you have been granted approval for a special event by the Borough of Stone Harbor, you must comply with this new law immediately. For vendors selling or providing goods at the seasonal farmers market or during any special event, compliance within the ordinance is a condition of approval and enforcement will begin immediately. Special event applicants found in violation will be asked to immediately discontinue distribution of any and all single use plastics. Failure to do so will result in applicable fines and may result in the discontinuance of participation within the event.



**Help Protect Our Beaches, Sea Life,  
Wildlife & Natural Resources  
REDUCE - RECYCLE - REUSE**

**Are There Any Exceptions?**

Yes! The New Ordinance Exempts:

- \* Bags provided by physicians, dentists, pharmacists or veterinarians to contain prescription drugstore other medical necessities.
- \* Laundry Dry Cleaning Bags
- \* Newspaper bags
- \* Multiple Bags intended for use as garbage, pet waste or yard waste
- \* Bags that contain bulk items such as produce, nuts, grains, candy or small hardware items.
- \* Bags that contain or wrap frozen foods, meat or fish, whether or not prepackaged.
- \* Bags that contain unwrapped prepared foods or bakery goods.
- \* Bags of any type that a customer has previously owned and brings to a store for his/her own use in carrying away store goods.

**What Can I Use Instead  
of Plastic Bags?**

A Reusable Carryout Bag that is specifically designed and manufactured for multiple reuse, and meet the following criteria:

- \* Displays in a highly visible manner on the bag exterior language describing the bags ability to be reused and recycled
- \* Has a Handle
- \* Is constructed out of any of the following materials:
  - 1.) Cloth, or washable fabric, or other durable materials whether woven or non-woven; or
  - 2.) 100% recycled PET plastic and recyclable; and
  - 3.) has a minimum lifetime of 125 uses, which for purposes of this subsection, means the capability of carrying a minimum of 22 pounds 125 times over a distance of at least 175 feet.

**Special Guidelines for Food Service Providers**

Food Service Providers operating within the Borough of Stone Harbor may not provide food in any disposable food serviceware that contains polystyrene/plastic foam.

All food providers operating within the Borough of Stone Harbor utilizing disposable food serviceware shall use recyclable or compostable products, subject to the provisions within the Borough Ordinance, with the exception of straws, which can not be made of plastic or compostable.

*Stone Harbor Cares*  
**Start Today and Change TOMORROW**  
**Skip the Plastic.....it's Ecological**

