

THE PALMETTO BAY  
FARMERS MARKET INC

305-778-7921

PO BOX 431310

MIAMI FL 33243

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RULES AND REGULATIONS AS OF

11/14/2020

Rules and regulations may change at any time without any prior notice given

OPEN EVERY SATURDAY 9:00 AM – 3:30 PM

NOTE falsification of any of the conditions set forth in this agreement MAY result in the immediate and permanent loss of permission to sell any product at the palmetto bay farmers market.

MERCHANTS need to have their completed applications submitted via email by the Monday prior to market day.

**MERCHANT FEES**

- MERCHANT fees based on 10' x 10' space. MERCHANT fees to be determined for additional space
- MERCHANT fees are paid EVERY SATURDAY FOR THE FOLLOWING SATURDAY
- Fees must be paid by credit card.

Application must be complete in all details and received by the application deadline accompanied by a minimum of one(1) non-returnable photo of the merchant tent/product.

Market Manager will evaluate and give preference to all completed applications based on the following:

- Local, county or state Grower or Food Processor
- Quality of items
- Overall appearance of the vendor tent

## MERCHANT GENERAL LIABILITY INSURANCE

MERCHANTS need to carry their own liability insurance that covers property damage, personal injury and product liability in the amount of \$1,000,000, naming the Village of Palmetto Bay and the Farmers Markets of South Florida Inc. as additionally insured. Certificate of Liability must accompany the MERCHANT application. If you need insurance **you may use these resources:**

**Food vendors** use this link: <https://www.fliprogram.com/policy/buy/ai/MTI2>

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\$10.00 Discount **Coupon Code: PALMETTO10**

**Non-food** or **Arts & Crafts** vendors to this link:

<https://www.actinsurance.com/policy/buy/ai/MTM5Nw==>

\$10.00 Discount **Coupon Code: PALMETTO10**

## MERCHANT LICENSING & PERMIT REQUIREMENTS

Merchants are required to supply copies of applicable licenses and permits.

### Required:

- Local Business Tax
- Florida Annual Resale Certificate for Sales Tax

### Where Applicable:

- Local County Business Tax Receipt (LBT) if required
- Certified Grower Certificate issued by University of Florida County Extension in the County(s) where your farm is located.
- Florida State Health Permit to sell prepared foods from a commercial, licensed kitchen.
- FDACS Permit-Florida Department of Agriculture – food permit for packaged, bakery, or seafood products.
- DBPR License – Department of Business & Professional Regulations – for food on site.
- Indicate Cottage Law if applicable.
- Please note that all required permits/licenses must be in place prior to the first Saturday of the Palmetto Bay Farmers Market.
- Food merchants will not be permitted to open for business without all required permits/licenses.
- MERCHANTS are responsible for collecting their own sales tax.

## MERCHANT ELIGIBILITY

Selling privileges at Palmetto Bay Farmers Market are extended to bona fide growers, farmers, artisans and small businesses in the South Florida area.

The Market Management will determine the exact number of vendors per category. There is no exclusivity; however, products of the same type may be limited. The goal is to maximize the variety of products and competition in the market to provide customers with a diverse selection of products, prices and personalities while balancing the need for individual MERCHANTS to profit.

- **FARMER ELIGIBILITY**

To qualify as a farmer and owner of a crop the following must apply:

- a) **PRODUCE FARMER:** Grower who produces fresh fruits, vegetables, nuts, or herbs must own, rent, lease or sharecrop the land AND practice the agricultural arts, i.e., she/he must grow from seeds, transplants or cutting. Grower must be responsible for all production operations.
- b) **PLANT PRODUCER/NURSEYMAN:** Grower who produces ornamental plants from seeds, cuttings or plants must have purchased them as seedlings and have sole ownership. Producer must grow seedlings for at least 3 weeks and plants for 3 months on the grower's own premises before they can be offered for sale. The grower must be the one responsible for all production and operations.
- c) If you qualify as a grower, you must have a **VALID GROWER'S PERMIT** issued by the Agricultural Extension office in the county where the crops are grown and listing the crops grown on the permit. You may sell only those products listed on your grower's permit.

- **NON-FARMER ELIGIBILITY**

All other MERCHANTS (non-farmers) can qualify if they meet the requirements outlined in this package and meet the following product eligibility requirements as listed in Product Eligibility section.

- **NON-PROFIT MERCHANTS**

A maximum of one space each SATURDAY will be made available, on a rotating basis, for NON-PROFIT organizations to use as an educational opportunity. These are spaces for cultural arts, human service, environmental, educational, health, or other approved organizations. Non-profit status must be on record including 501 (c)(3) number. Non-profit applications are available upon request.

- **MERCHANTS CONDUCT**

Merchants must wear shirts and shoes at all times in market area. MERCHANTS must always act professionally with customers. Market Management/staff and fellow merchants.  
**AT THIS TIME BECAUSE OF COVID ALL MERCHANTS AND EMPLOYEES OF MERCHANT MUST AT ALL TIMES WEAR A FACE MASK AND WEAR GLOVES**

**Failure to do so MAY result in termination of vendor participation in the market.**

## PRODUCT ELIGIBILITY

**ONLY** those products from the following categories **MAY** be allowed for sale:

- **PRODUCE RESELLERS** – Resellers with Florida produce.
- **BAKERY, BEVERAGE, CONFECTIONARY** – **FDACS permit required baked in approved facility.** Breads (natural, sour dough, specialty, ethnic, flatbreads, etc.), pastries, cookies, pies, cakes, tortes, bagels, muffins, candy, sweets, etc. Coffees, smoothies, fresh squeezed vegetable juices and teas.
- **CAFÉ & RESTAURANT** – **DBPR License required** Breakfast/lunch/snack menu that is fresh, healthy, low fat and high quality. The menu will be presented each season for review and vendor selection.

- **DAIRY, MEAT, POULTRY, SEAFOOD – FDACS permit required, approved source, country of origin labeling required by law**  
Local and imported cheese, specialty butter, cheese spreads, yogurt, ice cream; fresh, smoked and cured meat and poultry products (grass-fed and organic preference), deli, sausages; fresh seafood, fish and shellfish (frozen with permission and justification), no cutting on site.
- **EXOTICS, FLOWERS, ORCHIDS, PLANTS, TREES – FDACS Division of Plant Industry license**  
Tropical and fruit trees, fresh-cut flowers showing no deterioration or age, potted plants, fresh herbs.
- **FARMERS & GROWERS – FDACS permit may be required if packaged items sold**  
Preference will be given to organic, local county and state growers. Grade A quality produce only, including fresh squeezed juices processed by farm.
- **GOURMET & PROCESSED FOOD – FDACS permit required, manufactured in approved facility.**  
Pasta, sauce, ethnic specialties, jam, jelly, relish, mustard, dressing, salsa, infused vinegar, oil, olives, grains, beans, nuts, dried fruit, etc.
- **ALL NATURAL & HOME DÉCOR**  
Products must be 100% all natural and handmade. I.e.: Soy candles, soaps, oils, vases, bowls, etc.

Any MERCHANT selling item(s) not approved by Market Management must stop selling those item(s) immediately and/or MAY result in termination of MERCHANT participation in the market.

To add a product please supply written notification to the Market Manager for review and approval PRIOR TO SELLING.

- Merchants are encouraged to use PET cups, biodegradable plates, utensils, and food containers.
- No plastic water bottles are to be sold
- There will be **no Styrofoam** products used or sold.
- MERCHANTS are encouraged to use paper or biodegradable bags.
- All health regulation codes are to be adhered to for food storage, display, handling and serving (gloves in food handling, hats and hand washing supplies, food covered, and food products off the ground, etc.)
- Gloves and tongs **MUST** be used at all times for food handling.
- Hot items must be held above 135 degrees at all times.
- A All products for human consumption must be covered, protected by a sneeze guard or wrapped as required by FDACS.
- ALL unlabeled products need an ingredient listing available, if requested, e.g., bakery items.

## MERCHANT AREA

- MERCHANTS will be assigned a space for the DAY ONLY.
- The Market Management will make every effort to keep all MERCHANTS in their assigned locations. ANY MERCHANT MAY BE RELOCATED AT THE DISCRETION OF THE MARKET MANAGEMENT.
- No subletting or sharing of space/tent is permitted.
- It is the MERCHANTS responsibility to supply all tents (Preferably a WHITE TENT and tent weights are mandatory – minimum of four 20 lb. weights), tables, table-skirts, scales, display materials, at least one garbage can, garbage can liners, electrical cords
- If it is determined by The Market Management that a MERCHANTS display is detracting from the overall site presentation, a change or improvement will be required.
- MERCHANTS products and set-up must not be placed beyond tent space boundaries.
- Products must have prices posted.
- Table coverings must reach the ground.
- MERCHANTS are responsible for removal of all trash related to their tent.
- MERCHANTS are not to use public trash cans.
- Scales for weighing must meet the standard of the Florida Department of Agriculture and Consumer Services and be certified by FDACS Weights and Measures.
- All business transactions must take place within your tent space.
- Smoking is not allowed under tent or in market area or ant where in the coral reef park
- Alcoholic beverages or illegal drug consumption is not allowed anywhere in the coral reef park

## **ELECTRICITY**

Electrical outlets are not available. Generators are permitted if you need power for your space, however, all generators must be of the SILENT type.

## **SET-UP/BREAKDOWN/CLEAN-UP TIMES**

- SET-UP begins at 7:00 am
- Vehicles must be removed from parking area by 8:00 am and parked.
- Every vendor **MUST** be set-up by 8:15 am
- There will no parking available inside the Coral Reef Park
- BREAKDOWN starts at 3:30 pm
- MERCHANTS must remain in MERCHANTS area until 3:30 pm, even if MERCHANT sells out.
- Breakdown before 3:30 pm may result in termination of MERCHANT participation in the market.
- MERCHANTS **MUST** be broken down by 5:00 pm
- CLEAN-UP – All items brought by vendor must be removed by vendor. All debris, boxes, vegetables, food, flower trimmings, or other materials must be cleaned up and removed from the market site. NO produce, food, trash, etc., may be disposed of on site.
- Cleaning charges will be charged to the MERCHANT. Failure to comply with any of these clean-up policies will result in a \$50.00 fine per instance in addition to any cleaning fees, which must be paid before the next Saturday. Multiple fines may result in termination of MERCHANT participation in the market.

## **CANCELLATION POLICY**

- Market will open rain or shine. Discount or refund based on weather will be determined by the Market Manager.
- The Market Management reserves the right to cancel any market due to tropical storms or hurricanes or storms or for any reason
- All MERCHANTS must notify the Market Manager by Thursday at 9:00 am (phone call/voice mail/email message is required) if MERCHANT will not be able to attend that Saturday's market.
- Failure to provide notice of absence for two Saturdays may result in possible loss of space, loss of fees paid in advance and possible termination of future participation.
- If a MERCHANT cannot attend a market for which a payment has been made, and cancellation has been made 24 hours in advance, the Market Manager will transfer paid market fees to the next market date.

### **Inclement Weather/Lightning Policy**

In the event of inclement weather, park staff should inform all guests of the impending risk and suggest they take cover. Multi-purpose fields, playgrounds, basketball courts, batting cages, tennis courts and any other open area can and will be altered to maintain safety of park patrons and staff. If there is lightning in the area, staff shall follow the 30-30 rule stating if lightning is detected and thunder is heard 30 seconds or less, all activities will be suspended. If there is no thunder 30 minutes after lightning is heard, all venues at risk will re-open. Any park patrons in open areas will be notified of risk and will be encouraged to take cover. Staff will monitor radars and weather bulleting to assist in assessing risk to patrons and co-workers and in making the call to re-open at risk.

**I have read and understand the terms and conditions described in the Application AND Policies document. I have also reviewed and signed indicating that I agree to abide by said policies. Further, I understand that any violations of these policies or hazards MAY result in immediate termination of MERCHANT participation in the market**

**The Village of Palmetto Bay and its representatives shall have no obligation or liability with respect to this application or the MERCHANT selection. Neither the Village of Palmetto Bay nor its representatives warrant or represent that any award or recommendation will be made as a result of accepting applications and further make no representation as to the exclusivity of MERCHANT selection. The Village of Palmetto Bay makes no warranty or representation that any application conforming to these requirements will be selected for consideration or approval. The Village of Palmetto Bay may accept or reject any applications, may select one or more MERCHANTS for a specific selection, may cancel the selection and any such action or other action taken by The Village of Palmetto Bay in response to applications submitted or in making a selection or failure or refusal to make any selection shall be without any liability on the part of The Village of Palmetto Bay or its representatives.**

**The Applicant hereby hold harmless, indemnify and defend the Village of Palmetto Bay, its representatives, board of directors, officers, agents, affiliates, employees, the administration and elected and appointed officials from and against all liability, suits, actions, claims, costs, expenses or demands (including, without limitation, suits, actions, claims, costs, expenses or demands resulting from death, personal injury and property damage) or expenses of every kind and character, including reasonable attorney's fees, costs and appeals, arising or resulting in whole or in part, as a result of any tort, intentional action, negligent acts or omissions on the part of the Applicant or any of the participants as outlined in this application. This indemnification provision shall survive the termination of this contract and shall be in full force and effect beyond the term or Any MERCHANT who submits an application fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. termination of this contract, however, terminated.**

**ALL RULES AND REGULATIONS MAY CHANGE AT ANY TIME WITHOUT NOTICE**

**WE WILL EMAIL ALL MERCHANTS ANY CHANGES**

**IT IS VERY IMPORTANT TO KEEP US UPDATED ON YOUR CURRENT EMAIL ADDRESS**