

Orlando Farmers Market

Vendor Application and Annual Agreement

**** All fields must be completed****

Thank you for your interest in vending at the Orlando Farmers Market. Prior to submitting an application for review, please read the entire vendor application packet and determine whether your product(s) comply with the Orlando Farmers Market Policies and Procedures Market Product Categories, and that your operations are fully consistent with all Policy and Procedure requirements. We also advise that if you have never visited the Market, please do so prior to submitting an application. All approved vendors must have a current Business Tax Receipt (BTR) from the County, and City, as applicable. Upon approval, Vendors must have copies of all applicable licenses in their booth at all times, for easy access and review.

Vendor's name _____

Business name (if applicable) _____

Address _____

City _____ State _____ Zip code _____

Phone _____ Cell _____

Email _____

Website: _____

Please list and describe in detail ALL proposed items for sale. You MUST include 3-5 photos of proposed items for sale and your proposed booth set-up. Please e-mail your completed application and photos to orlandofarmersmarket@yahoo.com. Please allow 7-10 business days for review of your application. Please note that the application process will not begin until a fully completed application, including photos, is received.

ITEM NAME	PRODUCT CATEGORY	DETAILED ITEM DESCRIPTION
** If additional space is needed, please use other side of this sheet **		

Vending area size requested: 10' x 10' _____ 10' x 5' _____

By signing below, the Vendor acknowledges that this application does not automatically reserve a Market space, but may place Vendor on a waiting list based on space availability within a product category. Vendor acknowledges that, if space is available and this Agreement is signed by the DDB's Market Manager or DDB's Executive Director, Vendor is granted a revocable license to use space at the Orlando Farmers Market (Market) and that such license may be terminated at any time, with or without cause, by either the DDB's Market Manager or Executive Director in his or her sole discretion. Additionally, the Vendor's signature below indicates that Vendor has read, understands, and agrees to comply with the Orlando Farmers Market Policies and Procedures, attached as Exhibit "A" and incorporated herein by reference, and that any violation of such may result in loss of Orlando Farmers Market vending privileges. Vendor acknowledges that such Policies and Procedures may be amended from time to time and agrees to abide by the terms of any such amendments if Vendor continues to vend at the Market following DDB's adoption of such amended Policies and Procedures and acknowledges that violation of such amended Policies and Procedures may result in loss of Orlando Farmers Market vending privileges.

Additionally, by signing below, Vendor agrees to indemnify and hold harmless the DDB, the City of Orlando, and the DDB's Market Manager from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys' fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this Agreement or Vendor's use of the space(s), sale of goods or conduct of business by Vendor, its agents, servants, employees, customers, patrons or invitees and any acts or omissions of Vendor, its agents, servants, employees, customers, patrons or invitees.

Vendor is responsible for all monies collected from the sale of Vendor's goods. The DDB, the City of Orlando (City) and DDB's Market Manager are in no way responsible for any lost or stolen monies or items. Collection of sales tax on Vendor's sales, when required by the State, is the responsibility of the Vendor.

Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devised, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Market; and Vendor agrees to indemnify and hold harmless the City, DDB and DDB's Market Manager from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Vendor in connection with this Agreement and will defend the City, DDB and DDB's Market Manager from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Orange County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this Agreement shall be Orange County, Florida. This Agreement may not be modified or amended except in writing signed by both parties.

Vendor Signature _____

Print name _____ Date _____

Items approved for sale: _____

DDB Signature _____ Date _____
Market Manager/Executive Director

Effective _____, 20 ____ to December 31, 20____.

Vending area space is either 10' x 10' or 10' x 5'. Cost is \$40.00 per booth space. If paying by check, checks shall be made payable to the Downtown Development Board or DDB.

EXHIBIT A

Orlando Farmers Market

Policies and Procedures



*Adopted by the City of Orlando Downtown Development Board on
August 28, 2024*

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Orlando Farmers Market Policies and Procedures

City of Orlando Downtown Development Board

Overview

The following policies and procedures have been adopted by the Downtown Development Board (DDB) to support the safe and efficient functioning of the Orlando Farmers Market (Market), with the goal of creating an outstanding urban farmers market experience. The Market is overseen and operated by a qualified entity selected by the Downtown Development Board which serves as the Farmers Market Manager (Market Manager) for the benefit of the Market patrons as well as participating local farmers, food purveyors, and artisans (Vendors). The roles and responsibilities of the Market Manager and the Vendors is detailed in the following sections (I.-VII.) and is supplemented by market-related agreements.

Location

The Market is generally located in the south-east area of Lake Eola Park. The actual location of the market may vary according to area conditions and operating requirements, as determined by the DDB and Market Manager.

I. Roles and Responsibilities

A. Farmers Market Manager

i. The Farmers Market Manager, through its agreement with the DDB, is responsible for:

- 1) Vendor recruitment and management;
- 2) Vendor agreement execution and compliance;
- 3) Market policies and procedures administration and enforcement;
- 4) Approval of Market product types; and
- 5) General Market access and operations including collection of fees, vending space assignment and management.

Initials

ii. The Market Manager also serves as the Vendor and Market patron point of contact for questions and issues related to the Market and its operations. When issues arise that cannot be resolved by the Farmers Market Manager, the DDB Executive Director, or designee, shall provide decision-making authority.

Initials

B. Farmers Market Vendor

Vendors are essential to the success and vibrancy of the Farmers Market and are required to comply with the terms of the Vendor Agreement, Market policies and procedures, as well as Farmers Market Manager direction. An approved Vendor is a Vendor which has successfully executed a Vendor Agreement, secured all required permits and insurance, operates an assigned vending space in a manner consistent with the Market Policies and Procedures, and sells Market Manager approved items.

Initials

C. Downtown Development Board (DDB) Executive Director

The Executive Director represents the DDB and has the authority to make decisions and minor safety related changes concerning the Market and its operations, as well as delegate these responsibilities, particularly as detailed in the Policies and Procedures and related agreements.

Initials

II. General Market Operations

A. Operating Days, Times, and Conditions

Initials

The Market will be open to the public from 10 a.m. to 3 p.m. each Sunday. The Market is generally closed on the two (2) Sundays during which the Lake Eola Park Spring and Fall Fiesta events are held. The Market will also be closed on New Year's Day and/or Christmas Day when such holidays fall on a Sunday. The DDB Executive Director, or designee, retains the right to close the Market on any Sunday for any reason and does not guarantee any minimum number of weeks of operation. The Market Manager may adjust fees, as appropriate, with written permission of the DDB Executive Director, or designee. (See Section II. E.)

B. Permitted Product Categories and Prohibited Items

Initials

i. Product categories permitted to be sold at the Market are limited to plants and other garden related items, baked goods, produce, dry goods, seasonal items, art, jewelry, food concessions, pet related items, and handmade items.

Initials

ii. The sale of resale items is not permitted. Other items may be prohibited as determined by the Market Manager and DDB Executive Director or designee. Alcohol sales are not permitted unless specifically authorized by the DDB.

C. Market Product Percentages

Initials

i. Market product percentage assignments are as follows by product category:

- 1) Plants 5-15%
- 2) Produce & fresh food items 20-25%
- 3) Baked goods/prepared foods 30-40%
- 4) Other 30-40%

Initials

ii. The Market product percentages are intended to serve as guidance to the Market Manager to achieve a balanced merchandise mix of approved product categories. The Farmers Market Manager has the discretion to exceed, or be below, any product category percentage with the prior written approval of the DDB Executive Director or designee.

D. Annual Vendor Agreement, Required Product Approval and Waiting List

Initials

i. Each approved Vendor for which space is available must execute an annual Vendor Agreement providing a non-exclusive, revocable right to sell Market Manager approved items in a space at the Market. In no way does the Market Manager's approval constitute granting of an exclusive right to sell such items.

Initials

ii. All items for sale must be approved, in writing, by the Market Manager at least 48 hours prior to the Market opening for operations. A Vendor that requests to sell Market Manager approved items, but for which space is not currently available, will be placed on a waiting list for space which may become available in the future.

Initials

iii. Each approved Vendor must notify the Market Manager prior to any change of business ownership and operations, and consistent with direction by the Market Manager and will need to submit a new application and execute a new Vendor agreement based upon such change.

E. Vending Space, Use License, Fees and Absenteeism

- _____ Initials
- i. The general size of spaces available for use by Vendors are 10 ft. by 10 ft. or 10 ft. by 5 ft. The Market Manager determines where each approved Vendor is placed within the Market and may limit the number of spaces. (See Section IV for Vending Space Components). The Farmers Market Manager, with written permission from the DDB Executive Director, or designee, may increase or decrease the size of the Market in its sole discretion for reasons including, but not limited to, issues related to staffing, traffic, set- up/loading, and clean-up. No Vendor space is permanent and a Vendor's assigned space may be moved or reduced in size at any time by the Market Manager.
- _____ Initials
- ii. An approved Vendor has been granted a revocable license to use a Market space. The license may be terminated at any time, with or without cause, by the Farmers Market Manager or in certain cases by the DDB Executive Director or designee. In addition to the revocable license other permits may be required. (See Section V.)
- _____ Initials
- iii. The usage fee for a 10 ft. by 10 ft. or 10 ft. by 5 ft. size space is currently \$40.00 and is payable to the Downtown Development Board. Rental fees are due each Market Day (Sunday) consistent with payment requirements detailed in the Vendor agreement. If the Market is open for less than three hours, due to inclement weather or unsafe situation, the Market Manager may waive or reduce rental fees for such day.
- _____ Initials
- iv. Should a Vendor be absent from the Market without at least a week's notice to the Market Manager and more than two times in any quarter (three-month period), such Vendor's license to use space may be terminated.

III. Market Access and Back of House Requirements

A. Set-Up and Break-Down

- _____ Initials
- i. Vendors utilizing trucks in excess of 1 ½ tons shall, after making prior arrangements with the Market Manager, unload first, between 7:00 a.m. and 8:00 a.m. Other Vendors will have from 8:00 a.m. until 9:30 a.m. each Sunday to load in for set up of the Vendor's space. No Vendor may enter the Farmers Market area to set up prior to 7:00 a.m. unless the Market Manager has approved such early entry to the Market.
- _____ Initials
- ii. All vending spaces must be completely set up, with allowable items (see Section II. B), to sell at 10:00 a.m. and must stay open with complete set up until 3:00 p.m. each week. Promptly at 3:00 p.m., Vendors must break down tables and tents and pack all supplies before leaving the Market. At all times, Vendor shall be responsible for their belongings, including items for sale.
- _____ Initials
- iii. When loading in, Vendors shall line up as directed by the Farmers Market Manager and wait to be escorted into the park by Market Manager, or approved Market escort, at times and locations specified by the Market Manager. All vehicles MUST WAIT until they are motioned to enter, escorted by one of the above-mentioned personnel. Whenever the vehicle is in motion within the park, moving either forwards or backwards, an escort must be within 12 feet of the vehicle to clear the path of park wildlife, Market staff, patrons, pets, and other Vendors. Vendors should drive no faster than walking speed, about 3 miles per hour.

B. Trash Management

Initials Vendors must bring heavy duty trash bags to bag their garbage, securing bags properly at the end of the day and leaving them at Market Manager designated collection sites or taking garbage with them at time of closing , along with cooking oil and waste, as directed by the Market Manager.

IV. Vending Space Components

A. General Vending Space Requirements

Initials i. Vendors are responsible for all set up materials including, but not limited to tables, tents, booths, tarps, umbrellas, chairs, signage and tablecloths. The Orlando Farmers Market does NOT require a tent but does require that all tables be covered by a cloth to the ground so no table legs show in front or the side.

Initials ii. All Vendors (including tented booths) are required to have a plastic drop cloth or tarp for possible sudden rain. Weights of thirty pounds, or such heavier weight required by the City or tent specifications, whichever is higher, are required to hold tents down. Failure to have proper weights may result in loss of vending privileges. At no time are stakes to be used to secure tents.

Initials iii. Vendors shall maintain their vending spaces in a neat, organized manner, free from clutter. Unless otherwise specified by the Market Manager, all tented booths within vending spaces must have a full rear wall. If two attached half walls are necessary, the Market Manager will advise Vendor in writing of such requirement.

Initials iv. Vending spaces shall not be left unattended to ensure Market and vending space safety and security.

B. Electrical Items and Generators

Initials i. Electrical access is limited within the Market. If available, the Market Manager will work with Vendors desiring electrical access when such access is deemed necessary by the Market Manager.

Initials ii. Only small battery-operated fans or heaters, operated in a manner which prevents contact by others, may be used by Vendors.

Initials iii. With Market Manager written approval, quiet generator use is permitted for vending space operation at less than 60 dBA. A fully inspected and properly maintained fire extinguisher must be kept in the vending area at all times if a generator is being used. The generator must be protected and prevent contact by any person attending the Market, as well as free from contact with grass, wood chips, or any flammable or combustible material.

Sound Amplification Prohibition

Initials No sound amplification may be used by Vendors in their Vendor Space.

D. Signage

Initials Signage must be properly displayed with Vendor’s business name on either an easel, an A-frame, or hung securely on a vending tent structure. Hand-written signs are only permitted on a dry eraser board or chalkboard. It is preferred that all signage is moisture proof. The

Market Manager has the right to ask a Vendor to change signage at any time to meet these requirements. Signs may not block safe pedestrian movement, and no signs can be placed outside the vending area without permission of the Market Manager.

V. Regulatory Requirements, Professional Conduct, and Other Requirements

A. Business Tax Receipts and State Regulation Requirements

- _____
Initials
- i. City and County business tax receipts (BTRs) are required to operate at the Market and must be provided to the Market Manager at time of execution of the Vendor Agreement. Vendors shall comply with all laws and regulations and maintain all other appropriate City and State licenses for their type of goods or food products and have all applicable licenses in their space at all times.
- _____
Initials
- ii. Food vendors must be properly licensed with the State of Florida Department of Agriculture and/or Department of Business and Professional Regulation-Hotel & Restaurant Divisions, as applicable. Additionally, food Vendors must comply with all laws and regulations related to food service.

Sales Tax

Initials

Sales tax, when required by the State, is the responsibility of the Vendor.

C. Vendor Activities including Safety and Professional Appearance

- _____
Initials
- i. Vendors shall conduct themselves in a courteous and professional manner with other Vendors, Market personnel, Market patrons and the Public.
- _____
Initials
- ii. If any health emergency, security issue or conflict arises, the Vendor shall immediately contact the Market Manager and on-site security, including Orlando Police Department.
- _____
Initials
- iii. Vendors, their employees, representatives, or anyone allowed in Vendor space area, shall not smoke, including vapor cigarettes.
- _____
Initials
- iv. Vendors and their employees or representatives may not drink alcohol at the Market, including during drop off and pick up time periods.
- _____
Initials
- v. Vendors must maintain a professional appearance while working at the Market, including having clean hair, fingernails, and clothing during all periods of work at the Market. Vendors and their employees or representatives must wear appropriate footwear at all times. Also, all food Vendors must have a functioning fire extinguisher within their vending space at all times.
- _____
Initials
- vi. Hair nets, head bands, beard nets, caps or other effective hair restraints must be worn by all persons engaged in the preparation and service of food to keep hair from food and food-contact surfaces. Food service personnel are required to wear shirts with sleeves. Additionally, food vending spaces must have hand wash sinks and plastic gloves must be used. No children under the age of 16 years are permitted in vending spaces in which cooking occurs.
- _____
Initials
- vii. For safety reasons, no pets or other animals shall be permitted within vending spaces. Additionally, no child under the age of 14 years is permitted in any vending space at any time.

Initials /iii. Vendors shall have a plastic drop cloth or impermeable tarp in their Vendor Space at all times to use to cover merchandise in case of rain. All spaces with food or beverage vending must have tarp(s) fully covering the vending area ground to safeguard against contamination.

Initials ix. Due to the possible negative impact to the health and safety to the public and Market patrons and the desire to create a superior urban farmers market, violation of the above requirements may result in immediate expulsion from the Market and permanent loss of vending privileges.

VI. Photographs/Video/Logos

Initials i. By Vendor's operation at the Market, Vendor consents to the Manager's, City's, and DDB's right to photograph, video, or otherwise capture images of any Vendor or Vendor booth and space for the use of advertising or promotion of the Market. All images will become the property of DDB and the City.

Initials ii. Orlando Farmers Market, City of Orlando, and Downtown Development Board logos and images may not be used for any purpose without the written consent of the DDB Executive Director or designee.

VII. Enforcement of Rules

Initials Violation of any laws, Park rules, general public safety rules, or Market policy by Vendor or Vendor's staff or any exhibition of improper behavior may result in termination of the license to use space. Vendors shall generally be given a written warning from the Market Manager of any such violation and two written warnings will constitute immediate termination.