



2019 Polk County Bounty Market Vendor Application

Business Name: _____

Contact Name(s): _____

Mailing Address: _____ City & Zip: _____

Contact Numbers: Cell: _____ Day: _____ Eve: _____

eMail: _____ Website: _____

Booth Sizes: 10 x 10 = \$10 weekly 10 x 20 = \$15 weekly

Dates of Markets: Circle all that you would like to participate in.

June 11th
11am to 5pm

July 9th
11am to 5pm

August 13th
11am to 5pm

September 10th
11am to 5pm

Required: All vendors who sell consumable products MUST carry and provide proof of insurance (see Rules & Guidelines #18 on page 7 for additional information on low-cost certificate of liability insurance).

Required: All vendors MUST sign a Hold Harmless Agreement.

Required: All vendors MUST submit application, vendor fee and any required license **one week in advance** before begin date.

Classification of Booth/Required: FIRST year vendors, attach or email photo/s of your product to Sheila.peirce@dallasor.gov. **Also list items that you intend to sell that you do not produce/grow.** See Product Guidelines #3 (page 4) for additional information.

What will you be selling:

- 1. Fruits/Veggies
- 2. Meat/Dairy/Eggs
- 3. Plants/Flowers
- 4. Breads/Baked goods
- 5. Prepared Food
- 6. Artisan/Crafts
- 7. Other

Returning Vendors: If you have added anything new to your booth please note on application.

Make Check Payable to:

City of Dallas
187 SE Court Street
Dallas, Oregon 97338

Information or questions:

Sheila Peirce
Sheila.peirce@dallasor.gov
503-831-3562

Please read this packet thoroughly. In order to keep our market fair and professional we depend on our members to adhere to our guidelines. Our application is a binding contract; our vendors are expected to be familiar with their obligations prior to signing the application.

Signature: _____ Date: _____



2019 Polk County Bounty Market Rules & Guidelines

HOLD HARMLESS AGREEMENT AND RELEASE 2019 Polk County

Bounty Market (PCBM)

In consideration of the privilege of participating in the 2019 PCBM, promoted and produced the City of Dallas, the undersigned, as an authorized representative for _____ ("Business name/Participant") and his, her or its members, predecessors, assigns, heirs, executors, administrators, and legal representatives, does hereby agree to indemnify, waive, release, defend and hold harmless the City of Dallas, from and against any and all liability, claims, lawsuits, losses, judgments, fines, penalties, damages and causes of action, including all costs, disbursements, attorneys' fees and expenses of litigation, arbitration, mediation or settlement, for death, injury to, or debt of any person, or for loss off, damage to, or loss of use of any property arising out of or in connection with participation in the PCBM or any preparation leading up to the PCBM.

Participant acknowledges and agrees that his, her or its obligation to indemnify, release, defend, and hold harmless the City of Dallas from liability for any personal injury, property damage or wrongful death shall apply whether or not the claims, lawsuits, losses, or damages arise in whole or in part from the negligence of the City of Dallas. Participant assumes all risk of bodily injury or property damage that his, her or its members may incur in participating in the PCBM.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS DOCUMENT BY READING IT BEFORE I SIGNED IT, AND AM AUTHORIZED TO SIGN IT ON BEHALF OF _____ ("Business name/Participant").

I understand and agree that the terms herein are contractual and not a mere recital and that I have signed this document as my own free act.

SIGNED this _____ day of _____, 2019.

Authorized Signature of Participant

Contact Address

Contact Phone Number & email

MARKET STATEMENT:

The Polk County Bounty Market (PCBM) aims to feature growers/producers and artisans from the Polk County area with all offerings being grown, produced or assembled in Oregon by the Vendor. Our purpose is to provide a direct outlet for the local growers/producers and a source of fresh, high quality farm & artisan products to customers while enhancing the vitality of Polk County.

Days: Tuesday
Dates: June 11th, July 9th, August 13th,
September 10th
Hours: 11am - 5pm
Location: Courthouse Square
Vendor set up: 9am - 10:45am
Vendor take down: 5pm – 5:30pm
Smoking: This is a smoke free market
Vendor Parking: Armory Parking lot 817 SW Church St.

Booth Sizes & Fees: **10 x 10 Space** **10 x 20 Space**

Weekly Vendor: \$10 per week \$15 per week

Administration: The PCBM is promoted & facilitated by the City of Dallas, 187 SE Court Street in Dallas.

VENDOR TYPE, FEES, REFUNDS, CANCELATIONS & PAYMENTS:

- 1) **Full Season Vendor:** Being a full season vendor means you commit to being at the market every week throughout the scheduled season. You will receive your space at a discounted rate of \$15 per week (10x10 space) with up to 3 (three) excused absences within the season (must be preapproved). **More than 3 absences, fee goes up to \$20 per week. This 3 day absent rule WILL BE ENFORCED!**
- 2) **Weekly Vendors:** can pick and choose what days you participate (circle all that apply on application). Weekly vendors are **required** to pay one week in advance (with first week's payment submitted with PCBM Application and membership fee).
- 3) **Day of cancellations:** Vendors must notify the Market Manager of absences at least 24 hours before market day. ***If this rule is not followed you will be sent an invoice for that day!***
 - Contact the market manager via email at sheila.peirce@dallasor.gov or phone at 503.831.3502. Text messages are acceptable. Please make sure to leave your name & business name and reason for not attending.
- 4) **Payments:** Acceptable forms of payment include: cash, check, VISA, or MASTERCARD
 - Checks should be made payable to City of Dallas
- 5) **Vendor fees:** will be collected by the manager or site manager an hour prior to the end of each market day. Manager/site manager will come to your booth to collect. This collection will be done at the same time as you turn in your tokens. See more about tokens on the next page under Market Programs.

PRODUCT GUIDELINES:

- 1) All products must be grown, raised, produced or gathered by the vendor in Oregon
 - a. Products which can be sold may include, but are not limited to:
 - b. vegetables, fruits, berries, herbs, nuts, seafood, meat, dairy, fresh cut or planted flowers as well as;
 - c. Farm-based food items which are made by the vendor, such as cheese, sausage, honey, jams and baked goods. To maintain the atmosphere of a farmers' market, products with commercial or super-market style packaging may be disallowed.
- 2) Vendors are allowed to supplement their offerings with other locally grown produce with at least 75% of the value of offerings being grown by the vendor.
- 3) The intent regarding the remaining 25% is to allow vendors to accommodate informal arrangements with friends and neighbors but should not conflict with other vendors. Products not grown by the vendor should

be accepted on a consignment basis, so that the risk is borne by the producer. Vendors consigning for others are **required** to display signs identifying the producers & address of such items.

- a. Note: This percentage may be changed per ODA.
- b. All vendors are **required** to disclose on their application, and to the Market Manager products that are not grown by the vendor; but sold at market by the vendor.

Fresh Fruits and Vegetables

No food safety-related license is required, but vendors should review handling and sampling procedures in this publication. Device licenses issued by the Measurement Standards Division are required for sales by weight. Also see liability insurance requirements (#18 in the Rules & Guideline section).

Meat and Poultry

All vendors selling meat and poultry must have a license from ODA, and certain activities require USDA inspection. All beef, pork, and lamb must originate in a USDA inspected slaughter facility.

Exemption ~ The Poultry Bill, rules adopted under OAR 603-028-0710 thru 603-028-0740, creates an **exemption** from ODA licensing requirements for a person who raises and slaughters no more than 1,000 domesticated poultry per year and meets other conditions. Review the Poultry Bill Guidance [Document](#) for instruction on Point of sale, On-farm direct sale, Off-farm direct sale, Further processing, Interstate Commerce, Record keeping, Labeling & Safe handling instructions.

Eggs

Eggs may be sold at market without an egg handler's license **only** by the farm that produces the eggs.

Consignment allowed only when the agricultural producer (vendor) selling consigned eggs has an egg handler license.

Honey

Licenses generally are required to extract honey, but an **exemption** is made for operations with 20 or fewer hives. Honey in combs is not extracted and thus does not require a license.

Processed foods

Jams, jellies, preserves, salsas, vinegars, oils, salad dressings, frozen berries and cherries, dried herbs, and dehydrated fruits and vegetables are examples of common farmers' market products that must be processed in a licensed facility unless exempt under the farm direct marketing bill.

Exemption - The Farm Direct Marketing Bill, adopted under OAR 603-025-0215 thru 603-025-0275, exempts farm direct marketers that sell agricultural products that they themselves grow from ODA licensing. Only sales directly to the end retail consumer are exempt.

Note: this [Document](#) covers a number of value-added, shelf-stable products that are bottled, canned or packaged. These items include: syrups, jams, preserves, jellies and canned fruit. Other products that may be produced and sold under the **exemption** include: pickles, chutneys, relishes, sauerkraut, and some salsas. These foods **MUST** be producer grown and processed, acidic and labeled with the producer's name, physical address, product identification, ingredients, and the statements, "This product is not prepared in an inspected food establishment," and "Not for Resale." There is a gross annual sales limitation of \$20,000 for these foods.

Baked goods/Confections

Small Home Baking Business – SB 320 - SB 320 - Oregon Legislative Information System

As of January 1, 2016 vendors that produce low-risk baked goods and/or confectionary no longer need a food processing license through Oregon Department of Ag to sell at Farmers' Markets. This will allow aspiring small business/food entrepreneurs the opportunity to meet the unmet demand for baked goods and confections in our communities. Low-risk means no temperature control needed (hot or cold). Examples: bread, fruit pies, cookies, brownies, muffins, chocolate etc.

Vendors must follow all food safety regulations. Marijuana infused products are not allowed. Gross sales may not exceed \$20,000 per year and Food handler's card is required by the vendors and vendors must have a current Food Handlers Card.

All products must be labeled! See product labeling in the next section.

Restaurant Foods / Food Service / Food Truck & Trailers

Hot foods prepared and sold at markets require a temporary restaurant license from the county health department in the county where the food is served. This requirement does not include samples and demonstrations discussed in the section below. NOTE: Vendors who cook any product at a farmers' market must either make sure it qualifies as a sample or demonstration, or must obtain a temporary restaurant license. County health department jurisdiction applies even if vendors of such foods also sell products subject to licensing by ODA's Food Safety Division. Temporary restaurant vendors must have one person licensed as a food handler in the booth/truck during hours of operation.

Plants/Flowers

Bedding and landscape plants and flowers (live or cut) must be propagated by the vendor from seed, cuttings, bulb, plugs or plant division. Nursery licenses are required for live plant products if total gross sales exceed \$250 per fiscal year. For more info visit

<http://www.oregon.gov/ODA/programs/NurseryChristmasTree/Pages/Default.aspx>

Artisan

Artisan items may be sold at the Market. Products which can be sold may include, but are not limited to, sculptures, photography, glass, woodwork, jewelry, pottery, paintings, leather & sewed items. First season artisans must attach a photo/s of the product/s that will be sold at the market.

PRODUCT LABELING

All bottled, packaged and canned products must be labeled with the following:

- Product identity (name of the product)
- Net weight or net volume of the product
- Ingredients of the product in descending order by weight (including any major allergens)
- The name address and phone number of the agricultural producer

Shell eggs, grain, legumes, seeds and honey must be labeled with the following statements in all capital, **bold-face type**, no less than one-eighth inch in height:

- **“THIS PRODUCT IS NOT PREPARED IN AN INSPECTED FOOD ESTABLISHMENT”**
- **“NOT FOR RESALE”**

VENDOR OBLIGATIONS & RESOURCES:

- 1) Vendors are responsible for informing themselves, and complying with, state and local health regulations and licensing requirements governing the production, display, distribution, sampling and sale of their products. In particular, vendors must comply with the rules regarding farmer's market sanitation and health issues. The Oregon Department of Agriculture's (ODA) "Food Safety at Farmers Markets ~ Information & Guidelines" is a good reference. Copies can be obtained through the ODA website at [Farmers' Markets Food Safety Guidelines \(2012\)](http://www.oregon.gov/ODA/programs/FarmersMarkets/Pages/FoodSafetyGuidelines.aspx).
- 2) The Farm Direct Law went into effect January 1, 2012. The Farm Direct Marketing Bill exempts farm direct marketers (farmers' market vendors) that sell agricultural products that they themselves grow. Note: **Only sales directly to the end retail consumer are exempt**. Follow this link to see the full list of *what is* and *is not* allowed under the Farm Direct Law [Farm Direct Marketing for Agricultural Products \(2015\)](http://www.oregon.gov/ODA/programs/FarmDirectMarketing/Pages/FarmDirectMarketing.aspx).
- 3) What can you do at a Farmers' Market without a license?
<http://www.oregon.gov/oda/programs/FoodSafety/FSlicensing/Pages/WithoutLicense.aspx>
- 4) If a vendor uses a scale or meter to weigh their product for sales, they must license their equipment with ODA Weights and Measures Program.
<http://www.oregon.gov/ODA/programs/ISCP/WeightsMeasures/Pages/LicenseScaleMeter.aspx>
FAQ about Weights and Measures <http://www.oregon.gov/ODA/programs/ISCP/Pages/ISCPFAQs.aspx>
- 5) Nursery licenses are required for live plant products if total gross sales exceed \$250 per fiscal year.
<http://www.oregon.gov/ODA/programs/NurseryChristmasTree/Pages/NurseryLicensing.aspx>

- 6) Produce sold as “certified organic” must be certified by an organic certification organization, such as Oregon Tilth. <http://tilth.org/>
- 7) Food labeling examples including allergens:
<http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Allergens/ucm106890.htm#q4>
- 8) Baked goods and convection vendors must have and provide a copy of your food handler’s card. To obtain a card go to <https://public.health.oregon.gov/HealthyEnvironments/FoodSafety/Pages/cert.aspx>
- 9) Vendors must provide copies of all permits, licenses and certifications applicable to the sale of their products to the market manager no later than **June 5th, 2019**.
- 10) City of Dallas, Polk County Bounty Program or the market itself does not assume responsibility for product liability. All vendors are encouraged to purchase product liability insurance. Each vendor will be required to read and sign a “Hold Harmless Agreement” (attached to the application).

VENDOR SELECTION:

- 1) To maintain a consistent quality at the market, all new vendors are juried.
- 2) The Market **does not** offer exclusive rights to **any one vendor** to sell **any one product**. Customers generally benefit from having a choice. “However, if the Market believes the number of vendors offering the same or similar products is too many in a given season, some vendors may be denied entry or entry of a specific item.” Vendors with seniority are given first preference.
 - a. Other factors considered for all vendors include, quality and professionalism, proximity of vendor’s business base to the market & relevancy for market culture and customers.
 - b. The Bounty Market reserves the right to deny an application based on these factors and reserve the right to prohibit the sale of certain products not fully disclosed in the vendor’s original application.

VENDOR INCENTIVE:

If you refer a NEW vendor to Bounty Market (that is juried and approved) you will receive a FREE day! Vendors can receive this incentive up to 4 times during the market season!!!

RULES & GUIDELINES:

- 1) Booths and tables shall be provided by the vendor and must not be a hazard to the public or other vendors.
- 2) For safety and liability, canopies are **required** to be anchored with weights at each corner of their tent at every market regardless of weather. If your canopies are **not** anchored down you will **not be allowed to stay** and will receive an invoice for that day.
- 3) Each vendor booth will **prominently display a sign** identifying the farm or business by name and or location. If you do **not** have signage **you will not be allowed to stay** and will receive an invoice for that day.
- 4) No displays, signs, decorations, banners, advertising matter or exhibits may extend outside the defined limits of the assigned booth space/s. Aisles and walkways must remain open.
- 5) Vendors are responsible for keeping their spaces attractive and clean during market hours. Products should be attractively displayed. All work and displays must stay within designated space. No boxes, extra merchandise or debris should be visible.
- 6) Receptacles placed around the market are for customer use only. Vendors must pack out what is packed in! Your space must be left spotless after tear down.
- 7) Soliciting, approaching patrons, or distribution of advertising material outside of booth area is not allowed unless authorized by the market manager.
- 8) Per ODA requirements, excess produce shall be stored in water resistant plastic tubs or coolers. Or if using cardboard boxes, they must be elevated **off the ground**.
- 9) Vendors may not sub-let stalls under any circumstances.
- 10) Vendors whose products produce waste must provide trash receptacles at their booth for customers use.

- 11) This is a smoke free event. Vendors & customers must use designated area away from the market area.
- 12) Late-arriving vendors must report to the Manager. **Vendors who fail to arrive and be set up on time may forfeit their space and be barred from participating in any future market dates.**
- 13) The sale of live animals is prohibited.
- 14) **Insurance: All** vendors that sell products that are consumable are **REQUIRED** to provide a Certificate of Liability Insurance for a million dollars. The City of Dallas needs to be listed as an additional insured on the certificate. Our address is 187 SE Court Street, Dallas OR 97338
 - a. It's always best to check with your own insurance first
 - b. Suggested websites that **many** vendors use:
 - i. Eventhelper.com
 - ii. Farmersmarketinsurenw.com

SET-UP / TAKE-DOWN / PARKING

- 1) Vendors set up will begin at 9:00am. You will be allowed to park along Main Street to unload. Vendor parking will be in the Armory Parking Lot, 817 SW Church Street. You will be responsible for hauling your items to your designated space. Booths must be in place, fully set up no later than 10:45am. **Absolutely NO early set-up!**
- 2) Take down is from 5 – 5:30pm. Booths may **NOT** be dismantled before the 5pm closing. Doing this may result in a **\$50.00 fine and the exclusion of vendor participation at any future markets.**
- 3) Booth space is assigned by the Market Manager. Every effort will be made for full season vendors to occupy the same space all season, but adjustments may be made to maintain a cohesive layout.
- 4) Vehicle access to the market will not be permitted after 10:45am or before 5pm.
- 5) Vendor parking will be in designated areas only.

ENFORCEMENT AND DISPUTES:

- 1) PCBM reserves the right to deny entry to any vendor for any reason that would disrupt the dynamics and reputation of the market.
- 2) PCBM reserves the right to inspect any vendor or business with a farm visit to verify vendor claims and to ensure the 75/25 rules are adhered to. A 24-hour notice will be given.
- 3) All rules of the Market are enforced by the Market Manager who has ultimate on-site authority, and who is directly responsible to the City of Dallas. All complaints should be made to the Manager in a way that is non-disruptive to the market.
- 4) If a vendor does not abide by these rules, the Manager will take appropriate action, including barring the vendor from selling at the Market for that day and any further market dates.
- 5) A vendor may appeal any decision of the Manager concerning violation of these rules. An appeal must be presented in writing to the City of Dallas. A decision by the City of Dallas shall constitute a final decision of any appeal.
- 6) Disputes among vendors should be addressed to the Market Manager. Do not get other vendors involved! If the dispute involves fresh produce, the matter should be taken up and dealt with immediately. Management will attempt to resolve all disputes without board involvement. Disputes not resolved by the management will be handed to the DAVC Board of Directors for consideration of the matter.

OTHER ITEMS:

- 1) PCBM reserves the right to prohibit anyone from selling or to prohibit any product from being sold at the Market.
- 2) PCBM is not responsible for any loss or damaged incurred by the vendors.
- 3) Every vendor shall receive a copy of these rules and shall be held responsible for following the guidelines set forth.
- 4) PCBM advertises through various mediums such as the City of Dallas, Oregon Farmers Market Association, market posters & flyers, City News Letter & social media sites & signage in Dallas & HWY 22.