

# **Brevard County Farmers Market Special Event Agreement Form**

## **Market Rules**

The Brevard County Farmers Market is operated under one overriding principle, respectful behavior. In both face-to-face and electronic interactions, we ask that all our vendors and patrons behave respectfully, courteously, and professionally to both fellow producers and our patrons. Though we greatly value free speech, verbal discrimination, harassment, or hate speech that is directed at another individual constitutes grounds for removal; any physical harassment is grounds for immediate expulsion.

Soliciting or political/religious activities shall be permitted within the Market area. Displays of public interest, such as nutritional, health or consumer information, may be displayed with the permission of the Market Manager.

## **Vendor Equipment and Supplies**

Each vendor is responsible for providing and removing any and all equipment and supplies used at the Market site, or for arranging to store items on site at the discretion of the Market Manager. This includes signs, tables, chairs, products, extension cords, and equipment utilized for clean-up purposes.

## **Signs**

All vendors must display a sign indicating the name of their business. Colorful and creative signs that promote your farm or business are encouraged. All signs must remain within the allotted vendor's exhibit space and must not block traffic or pedestrian ingress or egress or interfere with other vendors' display or views.

## **Exhibit Space**

Market management has full authority to assign exhibit space. Space will be assigned on a first come first, served basis. Special event vendors will be assigned space inside the pavilion (if available), or outside the pavilion. If assigned a spot outside, Special event vendors are recommended to bring a tent, that they will need to supply. Tents will not be larger than 12 x 12 feet. Special Event vendors are limited to one 6-foot space if inside the pavilion or one 12 x 12-foot space if outside the pavilion.

## **Payment of Fees**

Fees will be collected by the Market Manager or their Representative at the close of the Market day. Fees may be paid by cash or check, made payable to the Brevard County Board of County Commissioners.

### **Fee Schedule**

Special Event Vendor (Daily): \$15.00

## **Market Days and Hours of Operation**

The Wickham Market operates on Thursdays from 3:00 pm – 6:00 pm. The Titusville Market operates on the 2<sup>nd</sup> and 4<sup>th</sup> Fridays of the month from 3:00 pm – 6:00 pm. All vendors must remain at the Market site until the 6:00 pm closing and must vacate the Market site by 7:00pm. A vendor may be excused prior to the end of the Market at the Market Manager's discretion, or in the case of illness or emergency. Vendors should give Market Manager at least a one-week notice of cancellation.

## **Set-up, Clean-up, and Breakdown**

Set-up starts at 2:00 pm and must be completed by 3:00 pm. Spaces are to be left in the same condition as when rented. Breakdown starts at 6:00 pm and must be completed and the area vacated by 7:00pm.

## **Market Products**

All products sold by Special Events Vendors must be handcrafted or altered by the vendors themselves. No buy/sell or retail mass-marketed items and merchandise will be allowed.

## **Product Display**

All products must be sold, displayed and stored from a surface above the ground. All vendors must utilize tables, shelves, cases or other structures for these purposes. Vendors must clearly display the prices of each product, either on individual items, or on a sign.

## **Token Programs**

The Brevard County Farmers Market offers several token programs for customers who wish to utilize their SNAP/EBT benefits and for families who participate in our monthly Farmers in Training activities. These tokens may be used to purchase food/agricultural items only. Special event vendors are not allowed to accept these tokens as payments and **will not be reimbursed** should they accept them.

## **Sales Tax**

Vendors are responsible for collecting and remitting their own sales tax.

## **Permitting and Regulations**

Vendors are responsible for all permits required by state or local law. It is the vendor's responsibility to abide by all state, federal, and local regulations, special statutes, licenses, and ordinances which govern the production, labeling, sampling, public health, and safety of the products. Any vendor who does not comply will be dismissed from participating.

## **Prohibited Items**

The following items are prohibited from sale or consumption at the Market:

- Alcoholic beverages
- CBD oils and products

## **Weather**

The Market may be closed due to Park closing, weather, or in direct response to emergency advisories. If the Market is closed less than halfway through stated market hours, no fees will be collected.

## **Enforcement of Rules**

The Market Manager is responsible for enforcing the Market rules. Vendors selling prohibited items will be asked to remove those items from sale or leave the Market. Expulsion is solely at the discretion of the Market Manager. Expulsion will result in a vendor being banned from the Market with no reimbursement of fees paid.

## **Complaints**

Any vendor challenging another vendor's product's legitimacy or conduct must file a **written** complaint with the Market Manager, giving the name of the vendor and the product or situation they feel may not be in compliance with Market policies. The complainant must date and sign their name to the complaint, and the Market Manager will attempt resolution.

Verbal complaints will not be entertained by the Market Manager. The priority of UF/ IFAS Extension is to provide our patrons with a safe and congenial environment. With this in mind, discretion and courtesy are requested in all disputes between vendors.

## **Insurance**

Vendors are encouraged to carry liability insurance for their activities or products sold. Including the production and/or manufacturing of such products. However, the Market is in no way responsible for failure to obtain said insurance, the adequacy of such insurance, or any damages pertaining thereof.

## **Modifications to Agreement**

This Agreement, together with any exhibits including the application, constitute the entire contract between the parties and supersedes all prior written or oral understandings. This contract and any exhibits may only be amended, supplemented, or canceled by a written instrument duly executed by the parties. This provision in no way limits the ability of either party to terminate this contract at any time.

## **Termination**

Either party may terminate this agreement at any time through written notice to the other party with or without cause.

**PLEASE INITIAL**

\_\_\_\_\_ I have read and agree to abide by all Brevard County Farmers Market policies.

\_\_\_\_\_ I agree that the Board of County Commissioners of Brevard County, City of Titusville and the Titusville Chamber of Commerce, Florida and the University of Florida and their respective officers, employees, agents, and consultants are not liable for any injury, theft, or damage to either the Vendor or the Vendor’s officer, agents employees or customers arising out of or pertaining to preparation for or participation in the Brevard County Farmers Market: whether such injury, theft, or damage occurred prior, during, or after the Brevard County Farmers Market.

\_\_\_\_\_ I agree to indemnify, defend and hold harmless the Board of County Commissioners of Brevard County, Florida and the University of Florida, City of Titusville and the Titusville Chamber of Commerce, and their respective officers, employees, agents and consultants from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney’s fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this Contract 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 or any act or omission of Vendor, its agents, servants, employees, customers, patrons or invitees. The Vendor further agrees that specific consideration has been received by the Vendor under this Agreement for this hold harmless/indemnification provision.

\_\_\_\_\_ I understand that I am responsible for required sales tax collections and remittances.

\_\_\_\_\_ I understand that I am responsible for all permits and licenses required by the City of Melbourne, City of Titusville, Brevard County, State of Florida, and the Federal Government.

\_\_\_\_\_ I agree to the entirety of the above Agreement including all rules and provisions listed above.

Signature of Vendor: \_\_\_\_\_ Date: \_\_\_\_\_

**EMAIL, MAIL, or FAX Application to:**

Attn: Brevard County Farmers Market  
Brevard County UF/IFAS Extension  
3695 Lake Drive  
Cocoa, FL 32926

E-mail: [brevard@ifas.ufl.edu](mailto:brevard@ifas.ufl.edu) Fax: 321-633-1890

For more information, please contact us @ 321-633-1702 or [brevard@ifas.ufl.edu](mailto:brevard@ifas.ufl.edu).

Visit us on the web @ <http://sfyl.ifas.ufl.edu/brevard/brevard-county-farmers-market/>