



Brevard County Farmers Market Vendor Agreement

This contract covers the period of September 1 through August 31 of each year. Contracts are due no later than October 1 of each year for renewing vendors and prior to your first market day after acceptance as a new vendor.

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 fellow producers and to 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. Any vendor that is visibly intoxicated will be asked to leave the market for the day.

Vendor Equipment and Supplies

Each vendor is responsible for providing and removing all equipment and supplies used at the Market site. Vendors must provide a means to keep food items off the floors (i.e., tarps, wooden pallets).

Signs

All vendors must display a sign indicating the name of their farm or business and the methods that were used (e.g. Aquaponic, Conventional, Hydroponic, Organic, or Pesticide/Herbicide free) in growing or making their product. Vendors will be provided with a sign indicating that they accept SNAP and/or FAB tokens. This sign must be displayed at all markets in a visible location on each vendor's display for the entire duration of the Market.

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. Proper documentation must accompany any claims, e.g. Organic certification within NOP (National Organic Program standards in their entirety with acceptable exceptions and exclusions considered).



Exhibit Space

Market management has full authority to assign exhibit space. Requests for particular sites will be given consideration, but management reserves the right to assign and locate all vendors. “Regular” vendors will receive preference when assigning space. “Regular” vendors are year-round vendors who consistently show or those who have ‘seasonal’ products who are only gone when out of season. New and sporadic vendors will be assigned space as available.

In our current Melbourne location, vendor space is based on linear feet. Charges will be per linear increments at \$10 per 6 feet, with a maximum of 12 linear feet. You may use the space behind your tables, but they must stay within the linear footage for which you pay. Food trucks are charged \$20, and space is provided as assigned based on available space.

Payment of Fees

Daily fees will be collected by the Market Manager or their Representative at the close of each Market Day. Monthly fees must be paid in advance on or before the first Market Day of the month. Monthly fees may be mailed to Brevard County Farmers Market Brevard County UF/IFAS Extension at 3695 Lake Drive, Cocoa, Florida 32926 or paid on the first Market Day of the month.

Fees may be paid by cash or check. Checks must be made payable to Brevard County Board of County Commissioners.

Fee Schedule

- Daily Vendor Fee, 6 linear feet - \$10.00
- Daily Vendor Fee, 12 linear feet and food truck: \$20.00
- Monthly Vendor Fee, 6 linear feet: \$35/4 week month or \$45/5 week month
- Monthly Vendor Fee, 12 linear feet/food truck: \$70.00/4 week month or \$90.00/5 week month

Market Days and Hours of Operation

The Market shall operate every Thursday 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 7:00 pm. 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 must give the Market Manager at least a one-week notice of known dates they will not be at the Market.

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 7:00 pm.



Market Products

Vendors must produce or grow a MINIMUM of 50% of the products they sell at the Market. Products must be produced or grown within the state of Florida. Fresh produce, plant items, flowers, and agricultural items including, but not limited to food items, soaps, scrubs, and herbal preparations may be sold. Concessions, e.g. hot dogs, sodas, etc., need not be purchased directly from their producers.

Vendors will have farm/site visits at least yearly to check that items are being grown and/or made according to this agreement and what was stated in the application. More than one vendor selling the same type of product is admissible, so long as the Market can support it. Otherwise, products within the same category must be significantly different. (e.g. vegan shortbread is not significantly different from regular shortbread). Items that are purchased from wholesalers, distributors, or retailers will only be allowed at the Market Managers discretion or when not locally available (e.g. produce in the summer).

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.

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. Food vendors must follow regulations and requirements established by the Florida Department of Health.

Prohibited Items

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

- Alcoholic beverages
- CBD
- Products containing medicine or labeled as medication

Weather

The Market may be closed due to Park closing, weather, or in direct response to emergency advisories. Vendors who have paid the monthly vendor fee may be compensated with a reduced rate at the next monthly payment date.



SNAP/FAB Fraud Prevention

The Market Outlet agrees to monitor the SNAP program according to State of Florida and USDA regulations and will ensure that Vendors have access to SNAP regulations. The Market Outlet will maintain updated signed Vendor Contracts **that include a punitive provision for accepting SNAP or FAB currency for ineligible items.** The Market Outlet and certified officials will **conduct Secret Shopping for SNAP and FAB eligible items.** **The Market Outlet will show due diligence by reporting fraudulent SNAP/EBT and FAB activity to the USDA and local authorities.**

If a vendor is found to be engaging in fraudulent, illegal, or improper SNAP or FAB activity, it is grounds for removal and permanent dismissal from the Market, and such activity will be reported to the proper authorities including but not limited to local law enforcement and appropriate state and federal agencies. Such removal and dismissal shall be in writing and at the sole discretion of Market Management. Vendors shall be responsible for ensuring that they understand and have knowledge of all requirements and prohibited activities under the SNAP/EBT or FAB programs. If there is any question of whether a sale or transaction would violate these programs, the vendor should contact the Market Manager for advice.

Some examples of illegal activities include:

- SNAP/EBT and FAB laundering – exchanging money for SNAP or FAB tokens. Purchasing SNAP/FAB tokens with your SNAP benefits to then purchase your own products.
- Accepting SNAP/EBT or FAB for products that are not eligible.
i.e. hot food items, beauty products, products labeled for pet consumption, etc.
- Accepting tokens of a color for which you have no items.
- Exchanging tokens with other vendors except to make change.
- Any other prohibited activity under these state and federal programs.

For minor violations, a three-strike system may be used regarding violations as witnessed by Market manager/representative or Secret Shopper as follows:

- Strike One – written reprimand.
- Strike Two – 6-month restriction from accepting tokens.
- Strike Three – Permanent expulsion from Market.

The final decision of whether an activity or suspected activity should result in an immediate or permanent expulsion shall be at the sole discretion of Market Management.

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. Three violations within one calendar year will result in a vendor being banned from the Market with no reimbursement of fees paid. Expulsion is solely at the discretion of Market Management.



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 the activities or products sold, including the production and/or manufacturing of such products; however, the Market, Brevard County Board of County Commissioners, nor University of Florida are in no way responsible for failure to obtain said insurance, the adequacy of such insurance, or any damages pertaining thereof.

Abandonment

Failure to communicate extended absences to the Market Manager will result in a vendor losing their spot at the Market. A vendor's spot at the Market will not be held if the extended absence is more than three months. Special circumstances requiring an extended absence of more than three months will be considered on a case-by-case basis. If more than one month has passed without notice or communication to the Market Manager, the vendor will lose their spot at the Market.

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.

Legal

_____ I agree that the Board of County Commissioners of Brevard County, 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.

Indemnification

_____ I agree to indemnify, defend and hold harmless the Board of County Commissioners of Brevard County, Florida and the University of Florida 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 agree to allow UF/IFAS Extension employees or agents to inspect the property where the goods are being produced or grown.

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

_____ I understand that I am responsible for all, licenses, tax receipts, and other documents as required by the City of Melbourne, 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: _____

E-MAIL, MAIL or FAX Agreement to:
Brevard County Farmers Market Brevard County UF/IFAS Extension
3695 Lake Drive, Cocoa, FL 32926
E-mail: brevard@ifas.ufl.edu
Fax: 321-633-1890

For more information, please contact us at 321-633-1702 or brevard@ifas.ufl.edu Visit us on the web at <http://sfyl.ifas.ufl.edu/brevard/brevard-county-farmers-market/>