

2022 San Juan Island Farmers Market Vendor Participation Agreement

The San Juan Island Farmers Market is intended as an agricultural marketplace for San Juan County residents. The market accepts vendors with:

- Products grown and gathered in San Juan County
- Food products made in San Juan County
- Art and crafts made in San Juan County

Additional guest vendors are allowed depending upon the product or services offered and availability of booth space.

1. Vendor participation agreement: All vendors are required to read and sign this agreement. The manager of the San Juan Island Farmers Market will receive signed agreements. Vendors need to read and sign this agreement and pay the annual participation fee to sell at the market.

2. Fee structure: Please review the following fee structure. It is the vendors’ responsibility to pay all necessary fees:

- i. The annual participation fee for ALL vendors is \$25 a year, regardless of the vendors’ attendance frequency. If a booth is comprised of two or more vendors or a cooperative group, the booth “collective” has only one vote in SJIFMA matters and pays and reports as one unit.
- ii. The vending fee for each **farm-voting members** is comprised of a flat-rate booth fee of \$15 plus a 3% fee on gross sales (less sales tax). The minimum daily vending fee is \$20, regardless of sales.
- iii. The vending fee for each **prepared food-voting members** is comprised of a flat-rate booth fee of \$20 (during the off-season) and \$25/market from Labor Day until Memorial Day, plus a 3% fee on gross sales (less sales tax).
- iv. The vending fee for **each guest vendor** is a flat-rate amount OR a percent commission, whichever is greater. For crafters the booth fee is \$25, after Labor Day until Memorial Day and \$30 between Memorial Day and Labor Day (high season). It is either a flat-fee (\$25 or \$30) or 6% of net sales; whichever is greater. For example:

	Flat-Fee, \$25	Flat-Fee, \$30
Net sales = \$400	Artists pay flat-fee = \$25	Artists pay flat-fee = \$30
Net sales = \$500	Artists pay % = \$30	Artists pay flat-fee = \$30
Net sales = \$600	Artists pay % = \$36	Artists pay % = \$36
Net sales = \$800	Artists pay % = \$48	Artists pay % = \$48
Net sales = \$1000	Artists pay % = \$60	Artists pay % = \$60

- v. The **vending fee for non-profit or community organizations** is a flat-rate booth fee of \$20. The market manager must approve any fundraising by the organization.
- vi. Booths larger or smaller than standard will be charged accordingly. The manager may adjust vending fees on a case-by-case basis.
- vii. **Cancellation Policy:** A cancellation fee of \$20 is imposed when a vendor fails to inform the market manager *by 3pm Thursday* that he or she will not be attending the market that week. The cancellation fee is due within one-week.

- viii. **Late Payment Fee:** A late fee of \$10 is imposed each time a vendor fails to submit the weekly fee collection form or pay fees on time. This fee will apply to each time a vendor must be contacted by the market manager because of failure to report or pay on time.
- ix. If the cancellation or late fee is not received by the following market, the fee will accrue. If this happens repeatedly, it may affect the vendor's booth location or ability to participate at the market.

3. Weekly payments and reporting schedule: All booth fees and reporting forms are due at the end of each market. However, as a courtesy, weekly market vendors may pay their fees at any time before the next market. All vendors will be supplied with weekly reporting forms. It is the **vendor's responsibility** to submit the form and fees prior to the start of the next market. Any vendor who does not pay fees on time will be charged a late fee, as per viii above. Any vendor who necessitates repeated (three times or more) follow up to obtain payment may be excluded from a market. In extreme cases, the association reserves the right to exclude a vendor from all markets remaining in the season. The manager will provide receipts if requested. Vendors should keep records of all fee payments.

4. SJIFMA Bylaws: It is the vendors' responsibility to follow the guidelines set forth by San Juan Island Farmers Market Association Bylaws dated March 2018. The bylaws are on the website.

5. Market hours and vehicle guidelines: The market opens at 9:30am. No sales to the public are allowed before that time. Sales to other vendors, managers, and musicians are allowed. No selling is allowed outside the designated area. All vehicles must be out of the vending area by 9:30am. The market closes at 1pm. Vendors are expected to stay until closing, although allowances may be made on a case-by-case basis. No cars may be in the vending area earlier than 10 minutes after closing. While driving on the Brickworks Plaza, vendors must use good judgment, drive slowly, and use a spotter as needed. **During the market, vendors may not park at the site or within two blocks of Brickworks.**

6. Booth assignments: As much as possible, regular vendors will have established booth sites assigned by the market manager. Vendors with reserved spaces who do not sell for two consecutive weeks or who do not pay their booth fees on time risk losing their usual space to other vendors. Regular vendors who begin selling after the first of the season must inform the managers at least a week in advance of their arrival so that booth assignments can be adjusted. The market manager has the final say on all booth locations. Vendors not in place by 9:30am risk losing their space. **Please see addendum for additional booth placement details.**

7. Vendor responsibilities: Collection of sales taxes, as required by state law, is the sole responsibility of the vendor. Maintenance of business licenses, food handler cards, and any other required permits or licenses is the sole responsibility of the vendor.

8. Booth use guidelines: Selling from vehicles is not allowed. No vehicle traffic is allowed in the market area during market hours. Pets are not allowed at the market. All booths must be staffed by at least one person throughout the market. Booths are intended for sales of local products, not just for advertising.

9. Booth clean up: It is the vendors' responsibility to keep the booth area clean and to provide trash disposal. Trash containers must be visible and of adequate size for the trash generated by the booth.

10. Insurance & Business License: The SJIFMA carries liability insurance covering market operations only. Maintenance of personal, business, product liability, or any other insurance coverage is the express responsibility of the vendor. All vendors are required by the Town of Friday Harbor to carry a town business license when conducting business at the SJI Farmers Market. It is \$30/year and you can apply on the Town's website.

11. Use of canopies or umbrellas: Vendors who erect canopies or umbrellas at the market must anchor their canopies or umbrellas to the ground from the time they are put up to the time they are taken down. Each canopy leg or umbrella MUST be anchored to permanent tie-downs or by no less than 24lbs. Any canopy or umbrella not properly anchored must be immediately taken down. Should an insurance claim be made because of a canopy or umbrella, the responsible vendor will be liable for the insurance deductible and any claims.

12. Vendor Expectations and Conflict Resolution Process: All vendors shall deal respectfully with market board members, the market manager, fellow vendors, and customers. All vendor concerns shall be directed to the manager, with the understanding that the vendor will not pursue the issue with the manager outside of the managers work hours. The manager will listen respectfully in full to the vendors concerns. The manager will then deal with the situation, as the manager deems appropriate. If the vendor disagrees with the managers' decision, the vendor may submit a written complaint to the board, and the board will set up a meeting with the parties to resolve the issue. The final decision on a dispute rests with the board.

13. Vendor applications: All vendors must file an annual application to participate in the market.

**2022 San Juan Islands Farmers Market
Indemnification/Hold Harmless Agreement**

To the fullest extent permitted by law and to the extent that claims, damages, losses, or expenses are not covered by insurance purchased by the San Juan Island Farmers Market Booth Lessee, _____ . The Booth Lessee, _____, shall indemnify and hold harmless the San Juan Island Farmers Market Association and agents and employees of the association from and against claims, damages, losses, and expenses, including but not limited to attorney’s fees, arising out of or resulting from use of a booth space at the San Juan Island Farmers Market, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent acts or omissions of the Booth Lessee _____, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a part or person described in this document, 2019 San Juan Island Farmers Market Indemnification/Hold Harmless Agreement.

I have read the 2022 San Juan Island Farmers Market Vendor Participation Agreement, including the Hold Harmless Agreement, and accept the terms specified.

Signature _____ Date _____

Printed name _____ Phone _____

Business/Organization Name _____

Email _____

Submit applications/payments to:

1.) Sarah Benson
SJI Farmers Market Manager
Cell: 360-524-7190
Email: sjifarmersmarket@gmail.com

2.) SJI Farmers Market Association
P.O. Box 1427
Friday Harbor, WA 98250

SJIFMA board contact:

Or

Sandra May, Tiger Chello Farm

SJIFMA, Board President
Email: sandra.may@tigercello.com