

## Market at the Meridian 2021 Vendor Contract

Please fill out this form completely and accurately. Return with appropriate fee to the Market at the Meridian, 509 Pine Street, Yankton, SD 57078. If any questions, call Veronica Trezona at (605)660-5612. MATM is a nonprofit corporation. To be a voting member of the corporation, a \$10 Annual Fee is required. The members will then elect board members to represent them for the year.

\_\_\_\_\_ Voting Member Fee \$10.00

Vendor Name: \_\_\_\_\_ Business Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone/Cell: \_\_\_\_\_ E-mail: \_\_\_\_\_

Web Address: \_\_\_\_\_

- SD Sales Tax License Number: \_\_\_\_\_
- We are required by law to report a list of our vendors to the SD Dept. of Revenue. Special event tax forms are available from the market manager if you do not have a tax license.
- What types of products do you intend to sell? \_\_\_\_\_

- Vendor fee - Check one:

\_\_\_\_\_ Full Season Vendor Membership: \$150.00 (2 parking spaces 11' wide)

\_\_\_\_\_ Full Season Vendor Membership: \$225 (3 parking spaces 16.5' wide)

\_\_\_\_\_ Full Season Vendor Membership: \$300 (4 parking spaces 22' wide)

\_\_\_\_\_ Daily Vendor Fee: \$30.00 (2 parking spaces) Fees will stop after \$180 is received by the Market

\_\_\_\_\_ "Try It" Fee for first time Vendors only: \$20.00 (2 parking spaces) Fees will stop after \$180 is received by the Market

### Liability Insurance Waiver - **Attach Liability Insurance Certificate or Waiver of Additional Insurance**

The vendor and his/her designee waives his/her right to supply additional insurance while participating in the Market at the Meridian. The undersigned assumes full financial responsibility if sued by a market attendee.

Vendor Initials: \_\_\_\_\_ Date: \_\_\_\_\_

The vendor and his/her designee acknowledges receipt of the Code of Conduct and Rules and Regulations of the Farmers Market (see below), and agrees to comply with them. Non-compliance will result in the revocation of the privilege to participate in the MATM.

The controlling law will be the law of South Dakota.

### Indemnify/Hold Harmless

The vendor and his/her designee further certifies that he/she agrees to indemnify and hold harmless the City of Yankton, Yankton County Fair Board & County Extension, the Market at the Meridian, and/or members of the Board of Directors of the Meridian District from all damages, liabilities, costs and expenditures, including all legal fees, which may occur for reason of use of the designated site for the Market at the Meridian.

\_\_\_\_\_  
Vendor signature

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
MATM signature

\_\_\_\_\_  
Date signed

Date Received \_\_\_\_\_

# Market at the Meridian

## Code of Conduct and Rules & Regulations

The Market was created to help small-scale agricultural and home-based businesses who grow & produce their own products, provide a place where local farmers and entrepreneurs can sell directly to the consumer. Our goal is to develop opportunities for small business and create a space for social gathering which enhances our quality of life here in Yankton, South Dakota.

### Location and Dates

The Market at the Meridian (MATM) is held every Saturday morning from 9 am - noon, RAIN or SHINE, May through October, unless otherwise notified by the market management.

Vendors shall only vend at MATM at the specified times. **No sales can be made to customers prior to the start of market.** This does not include vendor to vendor purchases of personal refreshments.

In the case of severe inclement weather, which significantly impairs the operation of the market, the management may cancel the market or end it early.

### Setup

All vendors must be set up and ready to sell by the start of market. If a vendor cannot attend market any given day they must contact the market manager by 5 pm the day before. If there is an emergency the day of market you must contact market management to let them know. If a vendor fails to arrive/check in 30 minutes before the start of market, that vendor may lose their assigned stall to a daily vendor.

No Vendor may leave the market before the close of market.

### Stalls

Each stall is approximately two parking spaces. Stall spaces are assigned by the market management with no guarantee of stall or location. Seasonal and/or returning vendors are given seniority, then Daily vendors. Vendors cannot share a stall with, or sublet their stall to any other vendors at any time.

Vehicles and trailers must be parked in the back of the stall space so as not to block the view of other vendors and customers. All product and signage must be placed inside of your purchased stall space. Your stall must be arranged so that your customers are able to shop in your stall space without invading another vendor's space.

Vendors are responsible for securing their own products and tents in the case of storms and gusty winds.

### Fees

MATM Season Vendor (Saturdays)	Full Season ( 2 spaces)	\$150
	Full Season (3 spaces)	\$225
	Daily	\$30
	"Try It"	\$20

*(Payment plan can be arranged with the market management)*

Season vendors get first rights to stalls. Daily fees can be paid in advance to reserve open stalls.

### Signage

Vendors should post a sign that states the name of their business including their city and state.

### Insurance

Sellers are responsible for their own personal liability and product liability insurance and are required to provide a certificate of insurance with their application.

The MATM liability insurance policy DOES NOT cover individual vendors.

### Samples

Per SD Dept of Health regulations, foods that have not been cut (processed) on-site may be offered as samples to the public at Market (examples: whole tomatoes, whole strawberries, whole apples). If foods are cut at Market, the person who processes the food (cuts it) must have sinks, sanitation, gloves & the ability to hold the cut vegetable/fruit at refrigerated temperature (41 degrees) during sampling by customers. Dry foods such as jerky or breads do not have the cooling requirement but cutting must

be done at a location with a commercial kitchen facility and according to the Health Department regulations. Additionally, any food that is offered for samples, including those that do not require refrigeration, must be offered in such a way so that the consumer may take the sample without contaminating the rest of the sample (individual spoons, toothpicks, etc).

### **Weights and Measures**

All produce to be sold in the market will be sold by legal weights and measures. The use of noncertified scales is not allowed.

### **Animals**

There will be no selling of any live animals.

### **Inspections and Verifications**

Members who vend at the market must have available for inspection at each market day by the site manager or the public any licenses or permits required for any product(s) they sell. This is in addition to providing copies of licenses and permits with their annual application.

If a vendor cannot attend the market, they may send another individual in their place. Those individuals must be knowledgeable about the production methods of the products that are being sold in the absence of the vendor.

To maintain your seasonal membership, you must attend market at least 25% of the season.

### **Potentially Hazardous Foods and Product Temperature**

Foods served or sold at Market must comply with all SD Department of Health regulations. Refer to SD Department of Health Food Service Code section 44:02:07:18 titled Potentially Hazardous Food. (Source 23 SDR 195, SDCL 34-1-17, 34-18-22 and SDCL 34-18-25) To contact the SD Department of Health in Sioux Falls, call 605-371-4140.

### **Noise, Fumes, Smoke**

No loud or disturbing noises should be made or action taken on the grounds which will interfere with the right, comfort or convenience of the other vendors or the public. Running of any gas or diesel motors or engines including vehicles is not permitted. Vendors who use barbecue grills will purchase grills that are designed to reduce smoking and will do everything in their power to reduce excess smoke including off-site cleaning of their grill weekly. If there is excess smoke that is disturbing others, they must move the grill so as to eliminate the discomfort to others. Smoking in any stall space is prohibited.

### **Organic Labeling**

All vendors using the term "organic" must follow the federal regulations for its use.

### **Rules and Regulations:**

1. All vendors must file an annual contract and waiver. All contracts must be completed in their entirety.
2. Vendor fees of \$30.00 per market will be collected on site the day of the market if seasonal or other payment arrangements have not been made.
3. The MATM is a producer-only market, meaning that goods shall not be bought and resold by a vendor at the market. Individual exceptions may be made by the market board or market manager if the goods being re-sold are locally or regionally produced, the origin of the goods being re-sold is verifiable, and the sale of those goods does not directly compete with sales of goods produced and sold by other vendors.
4. Vendors are required to comply with all applicable codes and regulations of local, state, and federal agencies and governing bodies, and it is each vendor's responsibility to maintain their own compliance. Please contact the SD Department of Agriculture, SD Animal Industry Board, and SD Department of Health for specific regulations/licensing requirements that apply to your products. These include, but are not limited to:
  - Bakery and shelf-stable items including dried foods: follow all labeling regulations under the Home Processed Foods Law (see <http://www.sdstate.edu/sdces/fcs/upload/FS956.pdf>)
  - Acid, acidified, and fermented canned goods: follow all labeling regulations and provide documentation of approved processes by a processing authority.
  - Meat producers must follow all regulations of the SD Animal Industry Board, including appropriate labeling and provide evidence of processing in an inspected facility. Food vendors are required to obtain their own Street Vendor License from the City.
5. Vendors are responsible for establishing a fair price for their products. If you wish to donate food, please contact the Market Manager who can assist you in contacting the appropriate outlets.
6. Vendors must clean up their selling space before leaving, and provide their own trash containers. City trashcans are intended for your customers.
7. Vendors are responsible for bringing any items they will need including garbage containers, tables, chairs, signage, beverages, etc.

8. Market participants shall be appropriately dressed—modest and clean—and show polite, hospitable conduct to all customers, vendors, and market personnel.
9. Even vendors who do not have a state sales tax license are liable for collecting state and local sales tax and remitting it directly to the state Department of Revenue.
10. Code of Conduct: This code of conduct applies to all MATM employees, volunteers, vendors, contractors, consultants and sub-grantees. This code of conduct is to be followed in addition to the MATM vendor rules and regulations. The activities outlined below are strictly prohibited. Any individual who violates this Code is subject to discipline, up to and including removal from the program.
  - Abusive language.
  - Possession or use of illegal drugs at the MATM event or reporting to the program while under the influence of drugs.
  - Bringing dangerous or unauthorized materials such as explosives, firearms, weapons or other similar items to a MATM event.
  - Discourtesy or rudeness.
  - Verbal, physical or visual harassment.
  - Actual or threatened violence toward any individual or group.
  - Conduct endangering the life, safety, health or well-being of others.
  - Failure to follow any agency policy or procedure.
  - Bullying or taking unfair advantage of any participant.
  - Failure to act in the best interest of the MATM.

Violation of MATM rules and regulations can result in the ejection from the market for the remainder of the season with no refund of fees. MATM reserves the right to deny stall space to any vendor at any time. Suspension/expulsion from the market will be at the discretion of the market management.

Grievances or problems shall be reported to market management. Grievances will be investigated. All decisions of the Market Board are final.

I have read and accept the Code and Rules & Regulations of the Market at the Meridian

Print your name \_\_\_\_\_

Sign your name \_\_\_\_\_ Date \_\_\_\_\_