

Downtown Berkley Farmers Market  
Vendor Application & Agreement

\*Farm/Business/ \_\_\_\_\_  
\*Applicant Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
County \_\_\_\_\_  
Phone (business) \_\_\_\_\_  
(home) \_\_\_\_\_  
(cell) \_\_\_\_\_  
Emergency Contact (Name) \_\_\_\_\_  
(Phone #) \_\_\_\_\_  
Email \_\_\_\_\_  
Facebook \_\_\_\_\_  
Website \_\_\_\_\_  
On-Site Contact \_\_\_\_\_  
On-Site Contact Phone \_\_\_\_\_

Do you participate in any other Farmers Markets? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, which MAJOR ones - What Day & Time: (Use space provided below)  
(Helpful for directing customers where to find you if you are not scheduled in Berkley.)

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MARKET CATEGORIES

(Please check appropriate category)

\_\_ Produce (fruits and vegetables, MUST be 75% grown from your farmland)  
Indicate "X" IF Certified Organic (Attach certification) \_\_\_\_

Indicate "X" IF "All Natural/No Spray" \_\_\_\_

\_\_ Plants/Flowers - Flower vendors are allowed to bring to the market plants purchased from a wholesaler. Priority for space will be given to those vendors that raise their own plants.

\_\_ Food Items –Examples: Baked goods, granola, eggs, honey, syrups, jams, mustards, meat, meat pies, cheese, sauces, salsa's, spices, dressings, oils, pastas and cider. These items must have the appropriate

licenses to be sold at the market.

\_\_ Other Foods / Food Service- ie Meat, Fsh or specific hot/cold packaged / prepared and or ready to eat foods served by a restaurant, caterer or food vendor.

\_\_ Handcrafted Items- Produced by the vendor include but are not limited to: Baskets, garden décor, woodwork, soaps, candles, glassworks, oils and upcycled items.

Find “your category” below and please provide a complete product list / description of ALL items to be sold within your market space.

A) Growers/Producers: List below or with separate attachment show your exact list of items to be sold that you physically grow/produce on your property.  
(Attach additional sheets if necessary)

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B) Growers/Producers: List below your exact list of any supplemental items to be sold that are NOT sourced from your farm. Please indicate/describe the source.

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C) Growers/Producers: List below your exact list of any non-produce/plant products you would like to have considered for sale (including: Honey, Syrups, prepared foods, craft items, etc.)

NOTE: The items you list below must gain prior approval from market management

before bringing them to sell at the market. Items shown below will be reviewed by the Market Manager for consideration and you will be contacted regarding approval prior to starting the market season.

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D) Artisan / Craft / Food vendors: List below the items you intend to sell at market.

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#### SET-UP

Please help us make this market a great one! We favor eye-catching displays and informative signage. Together this creates and fosters a festive, colorful, vibrant scene. We do require a minimum of: table coverings, tent banners and visible pricing from ALL vendors. Below, please provide a brief description of your booth arrangement and describe your canopies, table set-ups etc...

Please note: Corner weights for tents are required for safety purposes. Weather conditions may not warrant weights, BUT you must have them on hand with you if needed in the event of sudden changes in weather. Also, trucks are not permitted to set up to sell within the market area unless special circumstances arise and approval is received in advance by the Market Managers.

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## 2024 REQUESTED DATES:

(Circle "desired" dates of attendance)

I would like to attend all dates (check here): \_\_\_\_\_

June: 6 13 20 27

July: 11 18 25 (no 4th of July market)

August: 1 8 15 22 29

September: 5 12 19 26

October: 3 10 17 24 31

Regarding Scheduling: The Dates that you circle for participation are indicative of your availability to participate. Circling of dates does not preclude you will be participating on that actual day. Actual scheduling is based upon receipt and review of ALL applications and takes into consideration various factors, i.e., product categories-variety, overlap, specific events/activities requiring space at the market, etc. Prior to the start of the market season, you will be advised of the number of dates you have selected to participate.

\*DROP IN Vendors Fee for 10x10 space=\$30 per Thursday

(this fee is for vendors who only want to participate on random Thursdays during the season)

\*1 Month Vendors Fee for 10x10 space= \$25 per Thursday (this fee is for vendors who want to commit to one entire month of Thursdays during the season)

\*Seasonal Vendors Fee for 10x10 space=\$20 per Thursday

(this fee is for vendors who want to commit to the entire season of 21 Thursdays beginning June 6th thru Oct 31st)

Mobile Food Truck Vendors (Standard size of 16'L x 7'W)

- Seasonal = \$30 for the season (22 Thursdays)
- Monthly = \$40 per number of Thursdays during designated month.
- Drop In = \$50 per Thursday.

(Additional \$5 will be added on to these rates for a truck bigger than the standard size)

## Information for Non-Profits

Nonprofit, charitable organizations are welcome at the Market. Organizations setting up information and donation-only tables will be allowed to set up free of charge. Advance scheduling and approval by market management is required and is subject to availability.

NOTE: The Downtown Berkeley Farmers Market is a public space not a public forum. Organizations espousing controversial and/or incendiary messages (i.e., political or religious groups) are not allowed. Organizations selling a product in order to raise funds will be charged the Drop In Vendor Fee for a 10' x 10' space. Determination as

to acceptability to participate in the Market will be made by the Market Managers.

#### LICENSES, PERMITS, & CERTIFICATIONS

Vendors are responsible for complying with local, state, and federal requirements governing the sale, production and sampling of their products, and for acquiring the necessary permits and licenses. Vendors are required to provide DBFM with copies of all relevant licenses, certi

cations and permits

prior to participation in the market.

#### 2024 DOWNTOWN BERKLEY FARMERS MARKET AGREEMENT

(Signature Required)

I request permission to sell at the Downtown Berkley Farmers Market (DBFM). I have read and I agree to abide by DBFM's Rules and Regulations as well as all laws, codes and regulations, to cooperate with market management and to pay the required stall fee. I agree to indemnify and hold harmless DBFM, the City of Berkley, their officers, directors, employees, representatives and agents, from and against all liability, claims, demands, losses, damages, levies and causes of action or suits of any nature whatsoever, arising out of or related to my activities at DBFM. I understand that this application relates only to the products listed herein and that any further products will require another application, unless otherwise specified in DBFM..

Duration of the Agreement: This agreement applies to the 2024 market season (June 6 – October 31) and in no way implies acceptance in the future.

Farm/ Business/Non-Profit Name

\_\_\_\_\_  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### Downtown Berkley Farmers Market Managers Responsibilities

- a) If changes to a Market rule are made during the season in progress, current participating vendors will be given a seven-day notice before the new rules take effect.
- b) The Market is not responsible for any of the products sold or transferred by vendors. The Market is not responsible for paying sales taxes by individual vendors or customers. The Market shall not be held responsible in any way for any loss of vendor property by theft, vandalism, weather, or anything outside of the control of the Market administrators. To the fullest extent permitted by law, vendors agree to defend, pay on behalf of, indemnify, and hold harmless the City of Berkley, its elected and appointed officials, employees and volunteers, and others working on behalf of the city of Berkley

and the DDA, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages that may be asserted, claimed, or recovered against or from the City, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, arising out of, or in any way connected or associated with the DBFM.

I have read, I understand, and I accept the foregoing.  
(Signature Required)

Farm/ Business/Non-Profit Name

\_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Vendor CODE OF CONDUCT

This Code of Conduct applies to all vendors, their workers, agents, guests, volunteers, family or anyone assisting a vendor in any manner.

1. Practice patience and understanding to customers, other vendors and Market staff
2. Treat customers with courtesy, respect and honesty
3. Assist other vendors whenever possible
4. Treat other vendors and their property with respect and understanding
5. Treat Market staff and volunteers with respect and understanding
6. Notify Market staff immediately of any unsafe conditions
7. Resolve conflicts in an unobtrusive manner
8. Do not use or condone profanity or vulgarity towards any other person, either by actions or in any language.
9. No smoking is permitted on Market grounds
10. Vendor's children are their responsibility and must be under adult supervision at all times
11. No vendor may be under the influence of illegal drugs or alcohol while participating at the market; or use prescription or over-the-counter drugs that impair their ability to operate their booth in a safe manner
12. Concerns regarding another vendor's origin of product or business practice must be expressed to the Market Managers ONLY. Comments made to customers or other vendors will not be tolerated.
13. I will not leave the market early without informing the Market Managers or market staff
14. If not attending for a scheduled week I will make every effort to advise the Market Managers 48 - 72 hours in advance
15. I will leave my market space clean before I leave the market. Cardboard boxes left behind for recycling will be broken down and placed in the designated recyclable receptacles.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_