



## LYNDEN FARMERS MARKET

### Vendor Rules and Application

<b>Location:</b>	Centennial Park, corner of 4 <sup>th</sup> and Grover Street, Lynden, WA
<b>Season Dates:</b>	Saturdays, June 6 – September 26 (16 market days)
<b>Hours:</b>	10 a.m. – 2 p.m. (Setup can begin at 8:30 a.m.)
<b>Mail:</b>	4634 Guide Meridian, Bellingham, WA 98226
<b>Contact:</b>	lyndenfarmersmarket@gmail.com

**Our Mission:** *To support and promote local farmers, ranchers, businesses and artisans, while enhancing community interaction and education.*

Thank you for your interest in the Lynden Farmers Market! Here are some commonly asked questions to help you determine your involvement with the market:

#### Who can vend?

- A. Any individual or small business selling produce or fruit that has been grown in Whatcom County.
- B. Any individual selling his/her own handmade goods (i.e. crafts, home/personal care products, art). We do not allow vendors to sell commercially produced products, and in most circumstances, we cannot accept artisans who do their work outside of Whatcom County.
- C. Any licensed individual or small business selling hot or prepared foods.
- D. Any licensed individual or local business selling eggs, dairy, or meat products.

#### What licenses do I need?

If you fall under category A) above, you do not need a business license unless you plan to use a scale at your booth to sell produce. If you sell using a scale, the state requires that you have your own business license. Your scale must be registered with the DOL. More information on licensing your scale can be found at:

<http://wafarmersmarkets.org/resource-file/VendorScalesatFarmersMarketsWSDA.pdf>

If you are a produce vendor who is not using a scale, or if you are in category B), you do not need to have a City of Lynden business license. It is up to you to get a state business license if, as a business in the state of Washington selling your particular product, you are required to. More information on state business licensing can be found here:

<http://bls.dor.wa.gov/faqlicense.aspx>.

If you fall under C) or D), you must have the following:

1. WA State Business License - [www.dol.wa.gov/business/](http://www.dol.wa.gov/business/)
2. Food Handler Permit - [www.co.whatcom.wa.us/health/environmental/food\\_safety/foodworkers.jsp](http://www.co.whatcom.wa.us/health/environmental/food_safety/foodworkers.jsp)
3. WSDA Food Processor's License Number for your commercial or home (cottage) business

For more on Cottage Food licensing:

<http://agr.wa.gov/FoodAnimal/CottageFoodOperation/>

For more on retailing eggs:

<http://agr.wa.gov/FoodAnimal/Eggs/>

### **How much does it cost?**

There is a \$40.00 application fee for all vendors. In cases where a vendor is not approved the \$40.00 application fee will be refunded. The daily vending fee is 5% of gross sales due at the end of each market day. Application fees and approval are needed before vending at the market.

### **What equipment am I required to have?**

- All vendors must have a canopy in order to vend.
- Canopies must be weighted at each corner and weights should be at least 25 pounds each. (A gallon jug of water at each corner is not enough to hold down a canopy in a strong wind!). If you're interested in knowing more about canopy safety, check out: <http://wafarmersmarkets.org/resource-file/CanopySafety101.pdf>
- If you come to the market without a weighted canopy or umbrella, we can't allow you to sell! We do have an extra set of weights available for rent on market days.
- Vendors are encouraged to display their booth/business/family name somewhere within their booth and are also welcome to post signage (A-board signs, etc.) as long as the signage is located within two feet of the entrance to the booth.

### **Regarding setup, can I get a permanent booth space?**

Yes, booth spaces will be assigned by the Market Manager with the goal of having all vendors who commit to the entire season in the same location each week. Requests for a specific booth space are welcome and will be evaluated on a case by case basis.

**What are my fees doing?**

Your fees primarily serve to cover the cost of licensing fees, insurances, Federal and State requirements, and other operational costs associated with running a farmers market. They also cover the cost of advertising (promotional materials for the market, some advertising, website and social media management) and administration. Our goal is to give you a space to grow your business, to keep you informed of market happenings, and to raise further awareness of the market. It is not our role to promote your products, although we are happy to give you marketing tips and insights as we can.

**I'm representing a local business, event or non-profit, but I'm not selling anything; can I have a booth at the market?**

We handle these on a case-by-case basis, according to space and the service/information you plan to offer. You must contact (Tiffany Bell: [lyndenfarmersmarket@gmail.com](mailto:lyndenfarmersmarket@gmail.com)) for inclusion of request at the next Board of Director meeting to vote on permission.

**I fit the criteria for vending at the market and want to become a vendor!****What do I do next?**

- Read the rules below, fill out the vendor application and sign the vendor agreement at the bottom of this document.
- Mail the pages you just filled out (the last three in this document) to the following address along with a \$40 check for the application fee. If you would prefer to scan and email the required documents you can send them to [lyndenfarmersmarket@gmail.com](mailto:lyndenfarmersmarket@gmail.com) and mail the check for the application fee separately.
- If you would like to make special arrangements regarding your application fee please contact Tiffany Bell at [lyndenfarmersmarket@gmail.com](mailto:lyndenfarmersmarket@gmail.com)

**Mail all required documents and a \$40 check for the application fee to:**

Lynden Farmers Market, c/o/ Tiffany Bell  
4634 Guide Meridian, Bellingham WA 98226

**Checks should be made out to: Lynden Farmers Market**

## 2020 GENERAL RULES & VENDOR AGREEMENT

1. The location of the Lynden Farmers Market is in the Centennial Park on the corner of 4<sup>th</sup> and Grover St, downtown Lynden.
2. Vendors may sell directly to the public in accordance with city, county and state regulations and market rules.
3. The Market is held on Saturdays from June 6 through September 26, 2020 with 17 days total of operation. Hours of operation are from 10 am to 2 pm, rain or shine. Vendors may start to set up at 8:30 a.m. Tear down of booths should be completed by 4:00 p.m. Vendors may leave early or come in late only with permission of the Board of Directors. **You will not have vehicle access during operational times.**
4. The vendor must provide his/her own equipment, supplies and materials, such as their own tables, canopies (10' x 10' recommended), canopy weights (25# on each non-anchored leg), and boards/tables from which to sell their products. Proper canopy weights **MUST** be used in the interests of safety.
5. The vendors will not be allowed to have off premise signs. All vendor signs will need to be located within two feet of the entrance to vendor's booth. No "A-Boards" or other signage may protrude into the walk path or impede walking traffic along sidewalks.
6. No generators are allowed at the Market.
7. Vendors must clean their stall areas at the end of the Market day.
8. The Market shall be a smoke-free environment.
9. Vendors must be able to provide information regarding pesticides, herbicides and fertilizers used.
10. All prepared foods must be completely covered, wrapped, bagged or boxed and meet compliance standards of Whatcom County Health Department located at 509 Girard St. Bellingham, WA or go to:  
<http://www.co.whatcom.wa.us/health/index.jsp>
11. All apiary products or any processed food must be labeled in accordance with state standards.

12. Vendors shall maintain and remove their own trash receptacles from their assigned location.
13. Vendors handling food items must comply with all State of Washington Health Department rules and regulations, and have proof of a State of Washington Food Handlers Permit, if applicable.
14. All businesses selling processed foods must obtain a Food Processors license from the WSDA Food Safety Program. Once licensed through the WSDA, sale of packaged non-potentially hazardous foods is exempt from the Washington State Retail Food Code (Chapter 246-215 WAC). Sampling these products requires a Whatcom County Food Demonstrator's Permit.
15. Vendors (Farms/Produce & Food) shall not have pets, birds, or animals in the Market where food is sold. Persons requiring a service animal shall have the right to be accompanied by a service animal under control and especially trained for this purpose, in any public place.
16. No firearms, weapons, drugs or open alcoholic beverages will be allowed in the Market.
17. No loud or abusive language is allowed in the Market area. Anyone disturbing the peace will be asked to leave.
18. All items for sale must be visibly labeled with prices. Scales need to face the public.
19. Craft products must be hand-made by the vendor. Vendors are responsible for understanding and abiding by all local, State and Federal laws regarding the sale of their products.
20. The Lynden Farmers Market and the City of Lynden is in agreement with these Rules and delegates the authority to the Lynden Farmers Market Board of Directors to enforce these rules on their premises during Market hours.

**APPLICANT/VENDOR INFORMATION:**

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

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

WA State UBI#: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Number of 10x10 booth spaces requested: \_\_\_\_ (2 spots maximum)

**VENDOR CATEGORY (circle all that apply):**

Farmer/Produce \*    Handmade Arts/Crafts    Food Vendor \*

Commercial/Informational    Non-Profit/Organization

Other \_\_\_\_\_

Brief listing/description of items being sold:

\_\_\_\_\_

***Please check which dates you plan to vend at (this can be changed later if needed):***

<b><i>June 6</i></b>	<b><i>June 13</i></b>	<b><i>June 20</i></b>	<b><i>June 27</i></b>	<b><i>July 4 – No Market</i></b>	<b><i>July 6</i></b>
<b><i>July 11</i></b>	<b><i>July 18 - No Market</i></b>	<b><i>July 25</i></b>	<b><i>Aug 1</i></b>	<b><i>Aug 8</i></b>	<b><i>Aug 15</i></b>
<b><i>Aug 22</i></b>	<b><i>Aug 29</i></b>	<b><i>Sept 5</i></b>	<b><i>Sept 12</i></b>	<b><i>Sept 19</i></b>	<b><i>Sept 26</i></b>

\* **Farmer/Produce & Food Vendors** must obtain all necessary permits and be in compliance with the Whatcom County Health Dept.

## Lynden Farmers Market Vendor Agreement

As a vendor at Lynden Farmers Market, I agree to the following:

- I have read and understand the Lynden Farmers Market 2020 General Rules & Vendor Agreement.
- I have attached a copy of my Food Handlers Permit, if applicable (or for the individual who will be onsite at the Market).
- I agree to abide by the Lynden Farmers Market Rules 2020.
- All produce items sold by me at the Market have been produced by me at the address(es) provided unless prior agreement with Market Manager for sale of non-local items (such as fruits from Eastern Washington) has been approved. Where the items come from must be listed clearly at my table. If two unrelated persons are sharing a stall, both must sign an agreement.
- I hold harmless the Lynden Farmers Market, the Lynden Farmers Market Board of Directors, and the City of Lynden and its officers and agents. (Signed Hold Harmless & Indemnification Agreement must be attached).
- I understand the City of Lynden and the Lynden Farmers Market do not carry insurance for the individual vendors participating in the Market.

Vendor Business Name:

---

Vendor Signature:

---

Vendor Name (print):

---

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



## Hold Harmless Agreement: Indemnification and Release

This Hold Harmless and Indemnification Agreement is entered into, this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Lynden Farmers Market, AND

\_\_\_\_\_  
(hereafter referred to as "The Vendor")

In consideration of The Vendor's use of the Lynden Farmers Market space, which consideration The Vendor agrees is sufficient, The Vendor hereby agrees as follows:

1. The Vendor understands and acknowledges that it is not the responsibility of the City of Lynden, to supervise the actions of the Vendor or the operations or actions of the Lynden Farmers Market. The Vendor agrees that The Vendor should be fully and completely responsible and liable for all acts, omission, and activities undertaken or conducted by The Vendor at the Lynden Farmers Market.
2. The Vendor hereby agrees that it will undertake and conduct all activities for the purpose of selling goods and services at the Lynden Farmers Market, or undertake and conduct any activities associated in any manner with the Lynden Farmers Market in full compliance with all state and local rules and regulations, including but not limited to the regulations pertinent to the operation of the Lynden Farmers Market Rules 2020, which are read, understood and signed by The Vendor.
3. The Vendor hereby agrees and shall, at The Vendor's cost and expense, protect, defend, indemnify, and hold harmless the Lynden Farmers Market, its employees and agents, from any and all costs, claims, liabilities, obligations, claims for liens, penalties, actions, costs and expenses (including without limitation attorney fees, costs, and expenses of litigation), loss of business income, death or injury, judgments or awards of damages arising out of or in any way resulting from the acts or omissions of The Vendor, its employees, officers, invitees, contractors, subcontractors, guests or agents arising or due to any failure on the part of The Vendor to perform or comply with any rule, ordinance, regulation or law. By way of example and not of limitation, of the foregoing, The Vendor shall protect, defend, indemnify, and hold harmless the Lynden Farmers Market, its employees or agents, from any and all costs, claims, judgment or awards of damages resulting from The Vendor's (or employees, agents or representatives) negligent acts or omissions; intentional acts or omissions; any liability arising from or failure to comply with the terms of this agreement, all as may be amended from time to time.
4. If the undersigned, in operating as a corporation, limited liability company, limited partnership, or other legal entity duly established and licensed in the State of Washington, then in such event, The Vendor and The Vendor's officers, directors, members and/or partners shall, in addition to The Vendor, be personally liable and obligated under the terms and conditions of this Hold Harmless and Indemnification Agreement, and each of the officers, directors, members and/or partners hereby guarantee that they are personally liable and obligated under the Hold Harmless and Indemnification Agreement to and Each of the officers, directors, members and/or partners of The Vendor, personally and individually sign this agreement.

I have reviewed the above Terms and conditions of the Hold Harmless and Indemnification Agreement and have asked questions about the same with my legal counsel, and if I have not done so, it is because I have chosen or declined to do the same.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_