

2024 Chisago City Farmers Market Vendor Application

Fridays, July 5 – Sept 27

2:00 pm – 6:00 pm

Moberg Park

10656 Railroad Ave.

Chisago City, MN 55013



Mail Application To:

Chisago City Farmers Market

PO Box 611

Chisago City, MN 55013

1. Read the Rules and Regulations for the 2024 season
2. **Submit Payment once approved.**
3. Deadline for submitting applications is April 1, 2024.

You are being asked to supply certain information about yourself that may be private information. The requested information may be used by the Farmers Market staff, Parks and Recreation department and other Chisago City employees as reasonably necessary. The purpose of this requested information is to compile a list to allow the City to contact you with information regarding your status as a vendor, market related updates/questions, weather related closures, etc. Failure to supply the requested data may result in the delay of the City supplying you with information or acceptance of your application.

Office Use Only

Date Received _____

Amount Paid _____ (cash or check)

Check # _____

CONTACT INFORMATION:

Business/Farm Name: _____

Primary Seller Name (First/Last): _____

List additional sellers and indicate relationship to primary seller:

Name of additional seller	Relationship to primary seller

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Farm, Garden, or Business Address (if different from above): _____

Business/Home Phone: (____) _____ Cell Phone: (____) _____

Email: _____ Website: _____

MN Sales Tax ID Number (if applicable): _____

NATURE OF YOUR BUSINESS:

I produce (please check all that apply):

<input type="checkbox"/> Fruits and/or Vegetables <input type="checkbox"/> Meat, Dairy, and/or eggs <input type="checkbox"/> Grains and or legumes <input type="checkbox"/> Nursery Plants	<input type="checkbox"/> Certified Organic (attach copies of certification documents) <input type="checkbox"/> Other (please specify):
Do you grow/produce ALL your items?	Yes/ No
If no – please explain	
Do you require electricity?	Yes / No Amps used _____
Truck Length _____ (in feet) is your truck refrigerated?	Yes / No
Are your items grown in or connected to Minnesota?	Yes / No
Are you a member of Minnesota Grown?	Yes / No

Are you a registered Farmers Market Nutrition Program vendor(FMNP)? Yes / No

Do you use sprays/insecticides on your product? Yes / No

Are you selling any canned/processed food items? Yes / No If “Yes”, do you have the appropriate licenses? Yes / No if yes, please submit with your application.

If you sell meat, where is the meat processed? _____

Are there any suggestions or ideas you have that may improve Chisago City Farmers Market? Please let us know! Thank you

Please list other farmers markets that you attend: _____

PERMITS, LICENSES, AND INSURANCE:

Use the chart below to determine copies of which permits, licenses, and insurance forms you will need to submit with your application. **It is the vendor's responsibility to have all the correct licensing.**

<u>Type of Product</u>	ST-19 MN Revenue Form	Certificate of General Liability Insurance	MN Dept. of AG	MN Dept. of Hlth	Nursery Stock Growers Cert.	Other License
Fresh Fruit & Vegetables	√	√				
Meat, Eggs or Dairy	√	√	√			
Fresh Cut Flowers	√	√				
Nursery Stock	√	√			√	
Non-Potentially Hazardous Foods (Home- Canned/Home-Processed Foods Qualifying under the MN "Cottage Food Law" Exemption)	√	√	√			
Immediately consumable foods	√	√		√		√

PAYMENT:

Please check Season Preference:

Season	Fee
<input type="checkbox"/> Full Season (July 5 – September 27)	\$ 130
<input type="checkbox"/> Occasional	\$15 Daily Fee

Electricity may be available. Do you need electricity? YES NO

Please leave comments regarding preference on stall placement, handicaps, sun exposure on product, etc. here for Market Manager to consider when reviewing your application:

2024 CCFM Farmers Market Application Agreement

Please check:

- I have read and agree to abide by all Chisago City Farmers Market guidelines and rules.
- I understand that, once I receive written confirmation of my acceptance, **the season fee is non-refundable.**
- I agree that the City of Chisago City is not liable for any injury, illness, theft, loss, or damage of any kind to either the buyer or seller, or their property, arising out of or pertaining to preparation for, participation in, or use or consumption of products bought, sold, or provided at the Chisago City Farmers Market.
- I understand that I am required to carry my own general liability and product liability insurance as neither Chisago City nor the CCFM provide this coverage.
- The CCFM takes pictures and videos of people participating in/attending the Chisago City Farmers Market for use in marketing and promotional purposes. I grant permission to use the name, pictures, videos and quotes of my employees and me for this purpose.

Waiver, Release And Hold Harmless Agreement

In consideration of permission granted by Chisago City Farmers Market allowing me to participate in the Farmers Market which will occur on July 5 – September 27, 2024, which is sponsored by the City of Chisago City, I (together with my parent or guardian, if I am under the age of eighteen (18) or under a legal disability) represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in the Activity, including and associated travel, regardless of whether or not caused in whole or in part by the negligence or other fault of Chisago City Farmers Market, The Trustees of Chisago City Farmers Market, and/or its or their departments, trustees, affiliates, employees, officers, agents or insurers (“Released Parties”).

2. I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.

3. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorney’s fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.

4. **I have carefully read and reviewed this Waiver, Release And Hold Harmless Agreement. I understand it fully and I execute it voluntarily.**

EXECUTED this _____ day of _____, 20_____.

Participant Signature	Participant Printed Name
Parent/Guardian Signature	Parent/Guardian Name

(Required if participant is under the age of 18 or disabled)

**PLEASE MAKE SURE THE FOLLOWING FORMS ARE INCLUDED WITH THIS APPLICATION,
THEY ARE A REQUIREMENT:**

- Completed Application
- Completed MN Department of Revenue Form ST-19
- Copy of General Liability Insurance
- A signed Chisago City Hold Harmless Agreement Form
- Copy of cottage food business registration from MDA
- Copy of any other applicable licenses from MDH or MDA

*Please keep in mind that incomplete information or failure to include all forms could delay your acceptance. Incomplete applicants will be returned in there entirely to the vendor.

Primary Seller Signature _____ *Date* _____

CHISAGO CITY FARMERS MARKET POLICY

GUIDELINES

Article I - Name and Mission:

The Chisago City Farmers Market (CCFM) offers the Chisago City community a variety of fresh products from local growers including those who use sustainable practices of agriculture, producers and artisans. In addition, the market strives to be a resource for other local businesses and non-profits, a venue for cultural activity and a source of education and opportunity for its youth.

Review and acknowledge understanding of the following document by checking the box on the application form: *

1. I agree to sell only those products I grow on my farm or garden, crafts (pottery, jewelry, other) I make, or jams, jellies, pickled and baked goods I make unless I have specific, written approval from the CCFM, have specified re-selling on my application and have acquired a re-sellers license from MDA
2. I agree to accept FMNP benefits if I sell FMNP eligible items.
3. I understand tents are required and must be weighted properly at all times.
4. I agree to arrive no later than 1:30 pm and be ready to sell by 2 pm.
5. I agree to not leave before 6:00 pm and not start taking down my tent before 6:00 pm
6. I will not miss more than 2 Fridays of the Summer season as a full season vendor.
7. I will not drive my car or truck on the park grounds.
8. I agree to purchase product and personal liability insurance.
9. I agree to hold harmless and indemnify the CCFM, and the City of Chisago, from any and all liability or responsibility pertaining to any damages to persons or property on site (Moberg Park).

NOTE: Chisago City Park and Recreation Department is the governing body of the CCFM; it is hereafter referred to as CCPR.

Article II: Membership:

Section 1 - Eligibility for participation in the CCFM as a Vendor:

- The CCFM reserves the right to accept or deny applications from potential vendors based on, but not limited to, the mission of the market, customer demand, existing market membership, city requirements and past participation record.
- No religious or political groups or persons with such affiliations may be allowed to set up a table/booth/presence at the market under any circumstances.

Section 2 - Vendor Fees:

- **Vendor fees must be paid by May 1** before each season.
- Vendor fees are **NON-REFUNDABLE** once paid.
- Parking in the park's parking lot is not allowed. After three warnings will result in the dismissal of a vendor from the market for the rest of the season-THERE IS VENDOR PARKING BEHIND CHISAGO CITY HALL ON THE GRASS LOT OR SURROUNDING STREETS!

Section 3 - Vendor Requirements and Rights:

- **Vendors must be over 18 years of age.**
- Vendors must be in good standing to keep their spot at the market.
- Vendors in good standing are those that:
 - Paid their fee
 - Attended all mandatory vendor meetings
 - Responded promptly to CCFM communications
 - Respectful and courteous with other vendors and market volunteers at all times.
 - Set up where volunteers or Market Assistant indicates they should set up.
 - Resolve disputes at times OTHER than market day. If an issue comes up on market day, vendors shall defer to the market volunteers or Market Assistant until a more appropriate time is found to discuss the incident.
 - Do not practice blatantly undercutting practices during the market season (as ascertained by the Advisory Committee)
 - Have missed no more than TWO Fridays during the full season
 - Have followed all the rules and regulations contained herein
 - Have all the necessary licenses as required by MDA and MDH
- If a vendor loses his/her good standing during the season (as ascertained by CCFM), he/ she will forfeit his/her spot immediately. His/her fees will NOT be refunded and the future acceptance of his/her application will be in jeopardy.
- Failure to comply may result in dismissal and loss of fees or other sanctions including loss of permanent space, move to occasional vendor status, etc.
- If approved by the CCPR, vendors will be expected to sell **only** what they have been approved to sell. If a vendor wishes to bring other items, he/she MUST contact the CCPR before-hand.
- FS vendors may be absent no more than 2 Fridays during the entire season. If absent for more than 2 Fridays, they will be considered occasional vendors and pay the daily occasional vendor fee for the rest of the season.

- Vendors must attend mandatory vendor meetings.
- Any disputes involving vendors and the management will be subject to mediation. Chisago City Administration will be involved at this point.
- Vendors are responsible for acquiring the appropriate licenses, when applicable, and tax forms. All vendors selling taxable items are required to have a MN Sales Tax ID and pay MN Sales and Use Tax.
- All vendors must submit a completed Form ST19 prior to selling at the CCFM.
- Re-selling of any products is allowed only after approval. From time to time it might be advantageous to the market as a whole to allow limited re-selling. In this instance, the Administration of Chisago City with input from the CCPR will have final jurisdiction over the matter. In this case, vendors will need the necessary Resellers License from the MN Department of Agriculture.

Article III - Farmers Market Committee:

Section 1 - Role, size and compensation:

- The CCFM is run by the Chisago City Park and Recreation Department "hereby known as CCPR", informally made up of Chisago City Staff.
- The role of the CCPR is to resolve questions and disputes, make final decisions on applications accepted by the Market Coordinator, amend bylaws, plan each market season, fund-raise, recruit volunteers and vendors, and other activities as needed.

Section 2 - Meetings and notice:

- Meetings shall be held at the CCPR Park Commission meetings.
- Meetings shall take place at least once a calendar year.
- Meeting notices shall be posted at Chisago City Hall and the Chisago Post Office with three (3) days advance notice.
- Meetings shall be held in Chisago City Hall, Chisago City, MN, or at another agreed-upon location

Section 3 - Quorum:

- A quorum (a majority of the CCPR members) is needed for goal-setting decisions. Day-to-day running of the market decisions may pass with the vote of the majority CCPR members at any time as needed.
- Final approval of all decisions, before they are implemented, rests on Chisago City Council and Administration.

Section 4 - Voting:

- May take place electronically (via email). However, if the vote is not unanimous, voting must take place in person

Section 5 - Conflict of Interest:

- The CCPR shall investigate any actions that may seem to constitute a conflict of interest:
 - There shall be no conflict of interest if the following stipulations are met
 - There is full disclosure to the CCPR
 - The action/s are taken in good faith, for the good of the organization
 - The CCPR has voted and a majority back the action in question
 - The interested person does not participate in the vote or is counted to establish a quorum
 - The transaction must be deemed fair and reasonable
 - Transaction would have taken place by a person in a similar situation faced with similar circumstances.

Section 6 - Signature Delegation Authority:

- CASSY GEMUENDEN Financial Director for Chisago City, shall be executor of government grants, shall sign reimbursement checks and assist the CCFM with any financial issues throughout the year.

Article IV - Market Coordinator/Assistant:

- The Market Coordinator (MC) may be a compensated, Seasonal Temporary position, May to October, if funds are available
- The MC is hired by the City of Chisago, funded by the CCFM. CCPR retains full authority on decisions about hourly pay, who is hired, and the terms of hire.
- The MC will fulfill all the day to day duties of the market as prescribed by the CCPR via email or other means.
- The MC will review all applications, make decisions according to CCFM bylaws, will bring questions concerns for final decisions to the CCPR, will perform outreach duties, promote the CCFM, maintain the CCFM's web site, social media outlets, identify grant opportunities, help fundraise, and perform other duties as assigned by the CCPR.
- The CCPR has final authority on decisions having to do with the CCFM. The MC answers to CCPR.
- **The MC agrees to periodic performance evaluations by the CCPR.**

Article V - Fees:

- See application; fees change every year
- Master Gardener table: FREE
- Non-profits: FREE but must distribute market posters and flyers in exchange for setting up at the market.
- Other fees apply: see application above

Article VI - Youth Gardener Scholarship Vendor:

- CCFM may offer a Youth Gardener Scholarship. Applications will be reviewed by the CCPR.

Article VII - Manager/Local Business Table:

- CCFM's Manager's table will offer a place where customers may have their questions answered and suggestions heard.

Article VIII - Amendments of these Policy Guidelines:

- These regulations may be amended by the CCPR with input from the MC, City of Chisago's Council or Administration.

Article IX - Fiduciary Agent:

- The City Council of the City of Chisago approved fiduciary agency status for all financial processes with the CCFM on June, 2012.
- A yearly budget shall be established by the CCPR and approved by the City of Chisago's Administration.
- All transactions taking place in and out of the CCFM's account shall be initiated by the CCPR. All other transactions require the approval of the CCPR before taking place.

Article X- Dissolution of Organization:

- By the majority of the CCPR or at the request of the City of Chisago.
- All remaining funds after dissolution shall be turned over to the City of Chisago for **Parks and Recreation Programs only.**

Article XI - Non-Discrimination Clause:

- The CCFM does not discriminate on the basis of race/ethnicity, color, national origin, sex, disability, veteran status, or age.

CERTIFICATION:

These policy guidelines were updated on January 10, 2024.