

St. Charles Farmers Market

Baker Memorial United Methodist Church

Rules and Regulations attachment to the Application

For the St. Charles Farmers Market

Contact: Rob Murphy, 630 584-6680 church office or 630 377-4991 home phone

## VENDOR PARTICIPATION AND DEFINITION

Vendors are those persons offering for sale, (1) articles for human consumption, such as fruits and vegetables, edible grains, nuts and berries, apiary products, maple sugars and syrup, or (2) non-edible articles, such as cut or potted flowers, plants, bushes, trees, or crafts which have been raised or prepared by the vendor, members of his family, or persons in his employ. Several vendors may join together to sell each other's products. The Market Manager reserves the right to disallow the sale of certain products if a conflict occurs.

The Market will offer vendor slots to local business as it is compatible to the Farmers Market and is deemed acceptable by the Market Manager. The Farmers Market will allow Vendors offering artisan food and non food products to sell non producer products at the Market if the products enhance the Market. The Market Manager reserves the right to disallow the sale of these products if a conflict occurs or if the products don't fit the scope of the Market.

## DATES AND HOURS OF OPERATION

The Market will operate Fridays, from 7 am to 1 pm between the dates of June 1 and end of October. The Market is a rain or shine outdoor market. The Market Manager reserves the right to cancel a market date due to weather conditions or lack of vendor participation.

## LOCATION OF THE FARMERS' MARKET

The Farmers Market will be held at Baker Memorial United Methodist Church, located at 4th Avenue and Main Street [Rte. 64], in St. Charles.

## DISPLAY AND SELLING OF GOODS

Vendors must furnish tables, chairs and other display arrangements. In case of rain, vendors must furnish their own protection, as the Market is in an open air market. The Farmers' Market sign, containing the vendor's name, address and Illinois sales tax number, must be displayed at all times while the Market is in operation. All equipment for transportation and display shall be kept clean at all times, with adequate protection against contamination. Presentation is important.

## ENFORCEMENT OF THE RULES

Vendors who occupy the spaces at this Market must at all times conform to the Rules and Regulations of the Farmers' Market. The Market Manager has full authority to enforce all rules and regulations of the Market. And in submitting an application for a space at the Market, each applicant agrees to be bound by the decisions of the Market Manager and further agrees that the decisions of the Market Manager shall be final. Upon refusal to abide by the determination of the Market Manager, the permit shall, at the sole and exclusive discretion of the Market Manager, be null and void.

## INSURANCE PROVISIONS FOR ALL VENDORS

Vendors shall procure and maintain, for the duration of the Market season, a policy of insurance against claims for injuries to persons or damages to property arising out of, in connection with, or in any way associated with the activities of or participating in the Farmers' Market by the vendor, his agents, representatives, or employees. At the permission of the Market Manager, the vendor may sign a hold harmless agreement with the Market the agrees to hold the St. Charles Farmers Market and its named insured harmless from liability and damages.

### Minimum Scope of Insurance

Each vendor shall procure a policy of insurance with coverage at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85)
2. Insurance Services Office form CA 0001 (Ed. 1/87) covering automobile liability code 1 "any auto" and Endorsement CA 003.9 (Ed. 12/88), changes in Business Auto and Truckers Coverage forms Insured Contract; and
3. Workers' Compensation and Employers' Liability Insurance as required by the law of the State of Illinois.

The policy of insurance procured by vendor shall maintain limits at no less than:

1. Comprehensive General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of Illinois.

## Deductibles and Self-Insured Retention's

Any deductibles and self insured retention's must be declared to and approved by the BMUMC . At the option of the BMUMC, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the BMUMC its officials and employees.

## Other Insurance Provisions

The policy of insurance procured by vendor is to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage.
  - a. The BMUMC, its officers, agents, assigns, employees and volunteers are to be covered as additional insured as respects: liability arising out of or in any way connected to the activities performed by or
  - b. On behalf of the vendor (insured) or its officers, agents, or employees; products and completed operations of the vendor; premises owned, leased or used by the vendor; or automobiles owned, leased, or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the BMUMC, its officers, agents, assigns, employees or volunteers.
  - c. Vendor's insurance coverage shall be primary as respects the BMUMC, its officers, officials, agents, assigns, employees or volunteers. Any insurance or self-insurance maintained by the BMUMC, its officers, officials, agents, assigns, employees or volunteers, shall be excess of vendor's insurance and shall not contribute with it.
  - d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the BMUMC, its officers, officials, agents, assigns, employees or volunteers.
  - e. Coverage shall state that the vendor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverage.

Each insurance policy required by the provisions of these rules and regulation, shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BMUMC.

## Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of not less than B+.

### Verification of Coverage

Vendor shall furnish the BMUMC with certificates of insurance naming the City of St. Charles, St. Charles Park District and the Baker Memorial United Methodist Church [BMUMC] as additional insured, and with original endorsements affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the BMUMC before vendor can participate in the Market. The BMUMC reserves the right to request full certified copies of the insurance policies.

### Indemnity and Hold Harmless Provisions

To the fullest extent permitted by law, the vendor hereby agrees to defend, indemnify and hold harmless the BMUMC, its officers, officials, agents, assigns, employees, commissioners, or volunteers against any and all claim for injury, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, (including all reasonable attorneys' fees, expenses of litigation and expenses of investigation), which may in anywise accrue against the BMUMC, its officers, officials, agents, assigns, employees, commissioners, or volunteers, arising in whole or in part or as a consequence of or related in any way to the participation by, or the activities of, the vendor, its employees, agents or assigns, or which may in anyway result therefore, arising out of, connected with, or in any way associated with the Farmers' Market. Vendors shall, at its own expense, appear, defend and pay all charges of attorneys, all costs and expenses of litigation and investigation arising out of or related or connected in any way with the participation or activities of the vendor in the Farmers' Market. Vendor agrees that if any judgement shall be rendered against the BMUMC, or any of its officers, officials, agents, assigns, employees, commissioners, or volunteers, in any such action, the vendor shall, at its own expense, satisfy and discharge said judgment.

### WAIVER OF CLAIMS

Except to the extent prohibited by law, the BMUMC, its officers, officials, agents, assigns, employees, commissioners, or volunteers (referred to collectively in this paragraph "Waiver of Claims" as BMUMC) shall not be liable and vendor waives all claims against the BMUMC for any personal injury or property damage occurring at the site of the BMUMC Farmers' Market ("Property") resulting from:

1. a loss of property by theft or vandalism;
2. accidental damage to person or property on or about the Property or from the operation of any activity or use of the Property by the BMUMC;
3. any damage caused by the action of natural elements.
4. damage or injury resulting from the conduct of the BMUMC, whether negligent or otherwise.

Vendor shall make no claim or demand against the BMUMC for any loss or damage described herein. Vendor shall release the BMUMC from liability for any injury to vendor, or the agents, employees, guests and invitee of vendor, resulting from any cause whatsoever, except injury or damage caused by or resulting from willful acts of the BMUMC. All personal property belonging to vendor shall be maintained on the Property at the risk of vendor or such other person owning or placing such personal property on the Property, and the BMUMC shall not be liable for any damage thereto or the theft or misappropriation thereof.

#### PROCEDURE FOR SPACE RENTAL

ALL VENDORS MUST HAVE AN APPROVED APPLICATION AND APPROPRIATE FEES PAID IN FULL.

1. Vendors must have an Illinois State Sales Tax Number. (Contact Illinois Department of Revenue for further information.) The sales tax number certificate must be shown to the Market Manager on the first day of participation.
2. Space will be rented upon the receipt of the appropriate fees, provided that the State Tax Number and proper proof of insurance coverage have been provided. Spaces will be approximately 10' x 10' and 20' x 10'. No more than two spaces may be rented to one vendor.
3. Season permits are not transferable. A season permit holder is assured of a permanent space on the same site at the BMUMC Farmers' Market for the entire season. Season permits will be at a seasonal rate determined by size if paid in advance, or a fee paid daily or on a single day basis. If you are unable to attend a Market for some reason, we would appreciate your phone call at the BMUMC, 630 584-6680.
4. Daily permits will be rented for one day on a first-come, first-served basis until the Market is filled. The decision will be made at 7:00 a.m. when the regular Market participants are in place.

#### PRE-SELLING INSPECTIONS

Each vendor's set up shall be inspected by the Market Manager or her designee to assure the safety and integrity of the vendor's setup. Any vendor who fails to take corrective measures indicated by the inspector may be subject to loss of permit, which decision shall be made by the Market Manager.

#### CLEAN-UP REGULATIONS

All vendors must supply their own equipment to remove waste and refuse from their area. This refuse must be taken home. Each area must be cleaned by the vendor before departing.

AFFIDAVIT

The undersigned hereby represents, warrants and agrees that he/she has read the rules and regulations of the Farmers' Market, and agrees to be bound by those rules,, including all provisions regarding insurance, waiver of liability and indemnification as if those rules were set forth fully in this affidavit. I understand that by issuing a permit, the BMUMC is relying upon my representations and agreement to comply with each and every provision contained in those rules and regulations.

I further declare that I will abide by the decisions and directions of the Market Manager and any other elected or appointed official or officer of the BMUMC having authority or jurisdiction regarding the Farmers' Market.

I further declare that any and all products that I shall submit for sale at the Farmers' Market are and shall be fit for human consumption or use.

I understand and accept that I shall be solely and fully responsible for any and all activities conducted by me and by my workers and employees. I understand that I will not be permitted to sell any products until I produce evidence of proper insurance coverage to the Market Manager.

I understand and agree that any violation or falsification will result in the loss of the permit to sell my products at the BMUMC Farmer's Market.

I certify that the statements contained on my application and in this affidavit are true.

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(vendor's signature)

On this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_