

Bloomfield Saturday Market
Produced by the Bloomfield Development Corporation (BDC)
2015 General Information

Season: Saturdays, May 30– November 7, NO MARKET on July 4 (23 weeks)
Hours: Set up begins 7:30 AM–8:45 AM; Open 9 AM – 1PM; Tear down begins at 1:10 PM
Location: Bloomfield neighborhood, West Penn Hospital parking lot at 5050
Liberty Avenue, 15224. Two entrances at S. Winebiddle and at Gross St,15224
Market Manager: Christina Howell, office: 412.681.8800, cell: 412.708.1277,
christina@bloomfieldnow.org

Leasing Space

The market leases space to Full Season and Occasional vendors. Bloomfield Saturday Market (BSM) leases are valid for one season. Each vendor must apply and be accepted to vend at the BSM each year.

Vendors are chosen at the discretion of the BSM by the staff, board members, and Market Steering Committee of the Bloomfield Development Corporation. The Bloomfield Development Corporation reserves the right to approve, refuse, & limit products to be sold at the Bloomfield Saturday Market. The BDC strives for an eclectic mix of products. While exclusivity does not exist, a limited number of vendors will be approved to sell certain products. **Vendors must request approval from the Market Manager before adding additional product during the season. Vendors MUST clearly label origin of items being re-sold.**

Full Season Vendors

Vendors who are committed to attending all market dates. Space is reserved in advance of the market season. Full Season vendors who are committed to attending the Market EVERY Saturday from May 30 – November 7 from 9am – 1pm may have the same reserved space each week. Full Season vendors are required to notify the Market Manager by 9am the Friday before a market if they will be absent the following day. THREE absences without prior notification will result in asking the vendor to leave the market permanently. This measure is taken because a vibrant, desirable market does not have empty stalls.. Giving notice the day before allows the market manager to adjust the site plan, and is the professional way to conduct business.

Occasional Vendors

Provide a week-to-week variety of products to the Market. Occasional vendors sell occasionally and are scheduled in advance according to product and space availability. Occasional vendors must commit to market dates prior to May 1. These vendors may request additional dates in writing one week prior to the market they wish to attend but no guarantee on acceptance is available. Occasional vendors must have their vendor contract, insurance, and payment received at the BDC offices by May 1, 2015.

Vendors must comply with all local, state, and federal regulations that apply to their business. Under PA law, individual farmers market vendor stands, rather than the Market as a whole, are now retail food facilities and, as such, must have individual licenses (when/if applicable) to sell products. The Market Manager, may be able to connect you with an experienced vendor who can help answer questions. Compliance may include the following:

1. Health code provisions and licensing: The utensil and hand washing facility requirements of the PA Health Code should be strictly followed. The BSM will not provide hand washing stations.
2. All scales approved by the area weights and measures officer.
3. Proper organic certification for products claimed or labeled as organic.
4. Ingredient and health labeling as mandated by the Food and Drug Administration (FDA)
5. Pennsylvania Department of Agriculture licensing rules and regulations.
6. Health permit from the Allegheny County Health Department (information and application may be obtained through <http://www.achd.net/food/temporaryfacility.html>)
7. Bureau of Fire rules for open cooking, including fire extinguisher requirements and flammability permits for tents over 10'x10'.
8. Vendors are advised to become familiar with regulations that apply to their products at <http://www.eatsafepa.com/FarmersMarketVendors.aspx>.
9. Questions/concerns regarding Liability Insurance should be directed to the agency that provides your farm coverage or business policy.
10. It is the vendor's responsibility to know if they are required to collect and remit PA Sales Tax.
11. No food or beverages may be prepared and sold at the BSM without appropriate license/permits.

**Bloomfield Saturday Market
2015 Vendor Rules and Regulations**

The Bloomfield Development Corporation will enforce all rules and regulations. Bloomfield Development Corporation retains the right to prohibit a vendor from participating in the Market, without a refund, if rules are broken.

2015 Market Season: Saturdays, May 30 – November 7 (NO MARKET JULY 4)
Hours: 9am – 1pm; Vendor set-up: 7:30am – 8:45am; Vendor tear-down: 1:10pm-3pm

1. **Stall Location & Amount of Space:** Vendor Stall location is subject to change permanently or temporarily during the 2015 contract season.
2. **Arriving Late:** Scheduled vendor must notify the Market Manager of planned late arrival or emergency tardiness as soon as possible. (412.708.1277) If notification is not provided and space remains open 30 minutes prior to opening of the market, Market Management will assign alternate vendor to any open stall. Vendors arriving late will be assigned to alternate stall space.
2. **Absent:** Full season vendors are required to attend the Market EVERY Saturday from 9am – 1pm. In the case of an emergency absence vendors must notify Market Manager ASAP. Market Manager: Christina Howell, 412.708.1277, email: christina@bloomfieldnow.org. If TWO absences occur without notice by the Friday prior to a given Market, vendor will be asked to leave the market permanently.
3. **Product Acceptance:** The Bloomfield Development Corporation reserves the right to approve, refuse, & limit products to be sold at the Bloomfield Saturday Market. The BDC strives for an eclectic mix of products to keep the Market interesting for customers. While exclusivity does not exist, a limited number of vendors will be approved to sell certain products. Vendors must request approval from the Market Manager before changing product or adding additional product during the season.
4. **Origin of product:** Only vendors who have been approved may sell brokered produce/products. All vendors must label origin of produce/products.
5. **Insurance:** Food and Health/Beauty product Vendors must obtain a minimum of \$1 million general liability coverage that includes Product and Premises Liability insurance, naming the Bloomfield Development Corporation and West Penn Hospital (the venue owner) as “additionally insured,” and provide certificates prior to vending.
6. **Set-up supplies:** Vendors furnish their own tables, chairs, signage, and canopies. Canopies must be 10x10 and square, weighed down due to the variability of wind and weather at our site, and be in reasonable shape. Generators must be quiet or moved far from the path of customers, and may not affect other vendors negatively.
7. **Keep the Market Area Beautiful:** Vendors will be asked to make their displays as attractive as possible, displaying items vertically by adding height to items displayed on tables. Vendors furnish their own broom, dustpans and garbage removal. Vendors are responsible for cleaning their stalls at the end of each Market day including sweeping space; garbage must be removed from the Market. **Garbage, including boxes, MAY NOT be placed in any City or private business trash bin or left in lot.**
8. **A Peaceful Market:** Respect Bloomfield Saturday Market customers, vendors, and staff. Profanity, yelling and/or heckling will not be tolerated. This includes attempting to attract customers by making noise and/or shouting.
9. **Children working at Stalls:** Vendor may not leave children under the age of 16 at a vendor stall without adult supervision, for ANY amount of time.
10. **Subleasing Space:** Vendors may not sublet space, or sell product for other people/businesses.
11. **Vehicle:** One vehicle may be on-site per vendor. Vehicles from which goods are sold must meet the Bloomfield Development Corporation’s standard of cleanliness: no rusted out, unpainted, visually objectionable vehicles, and/or bad odors will be allowed.
12. **Set up in allotted space:** All vending tables, tents, merchandise, signage and inventory must be set up in the specified allotted space.
13. **Signage: Name/Location/Price/Origin:** Vendors must display easy-to-read signage with the name of their farm/business and its location or base of operations. Signage must be posted within the stall by 8:45AM and signs must be no smaller than 8x10. The price and origin (if different from business location) must be posted on or near items for sale. Items may be priced individually, grouped together, or posted as a large sign or board that fits within vendors allotted space.

BLOOMFIELD SATURDAY MARKET
Produced by the Bloomfield Development Corporation
2015 Vendor Application

Mail completed application, payment, and 2 Additional Insured Certificates (see page 6 of this application) to:

Christina Howell
Bloomfield Development Corporation
The Daly Building
366 Gross Street
Pittsburgh, PA 15224

Partial or full refunds will not be given for any reason.

Name of vendor/business (for advertising purposes): _____

Person(s) responsible for vendor/business at the Market: _____

Mailing: _____ Phone & alternate phone _____
City, State, Zip _____ Email: _____
County _____ List the names of all responsible persons working
SS or Tax ID # _____ at stall(s) _____
PA Sales Tax Permit _____

If applicable, FMNP certification number _____ certification date _____

Check all product categories you wish to sell at the 2015 Bloomfield Saturday Market. List specific items and describe it in the space provided or on an attached page.

The boxes in the left column should be marked if YOU are the GROWER of the you wish to sell.

The boxes in the right side column should be marked if you are NOT the GROWER of any or the entire product product you wish to sell.

- PA grown Certified Organic produce
PA grown Chemical free produce
PA grown produce
PA grown plants/bedding plants
PA grown flowers
PA raised meat (raised by me)
PA raised eggs (raised by me)
PA homemade baked goods (baked by me)
Original artwork/crafts (made by me)
Produce grown by me, not in PA
Selling Certified Organic produce, not grown by me
Selling Chemical free produce, not grown by me
Selling produce not grown by me
Selling plants/bedding plants not grown by me
Selling flowers not grown by me
Selling meats not raised by me
Selling eggs, chickens not owned by me
Selling baked goods not made by me
Selling imported goods (describe below)
FOOD/Drink prepared & sold at market (describe below)

Other _____

If you are not the grower/producer of the product you wish to sell, where does the product(s) come from?

If you are applying to sell goods not grown/produced by you AND goods grown/produced by you, please specify the percent of your inventory that is grown or made by you: _____ %

Fees/Space Costs:

Applicants will be notified via letter/email of acceptance by April 1. Fees will be due upon notice that applicant has been accepted, with a discount provided for payments RECEIVED by Friday, May 1.

All Applicants pay a \$25 non-refundable application fee that will be applied towards vendor fees. Application must be received with application fee. Return check fee is \$25. Fee amounts and schedule are as follows:

FULL SEASON VENDORS:

All non-attending dates must be committed at time of application submission.

- Farmers/growers: \$276 for 10x10 booth.
- Processor (make and pre-package to take home): \$391 for 10x10 booth.
- Prepared Foods (for consuming on-site): \$529 for 10x10 booth.
- Crafter: \$529 for a 10x10 booth.
- Additional 10x10 booths are available for \$150 each. There is no guarantee that extra stalls will be available. Extra stalls may become available throughout the season.

OCCASIONAL VENDORS:

All dates must be committed at time of application submission.

- Farmer/Grower: \$25/week for 10x10 booth.
- Processor: \$45/week for a 10x10 booth.
- Prepared Food: \$60/week for a 10x10 booth.
- Crafter: \$60/week for a 10x10 booth.
- Additional 10x10 booths may be available, and are the same cost as the weekly vendor fee.
- Non-Profit Booth rate: \$25/week for a 10x10 booth.
- For Profit Booth rate: Please contact Market Manager for sponsorship information.

No refunds or price reductions will be given for missing contractual weeks.

Please check the months you are planning to sell at the Market and list any specific dates you will **not** be attending.

The market will be most successful when 100% of scheduled vendors are present.

Vendors are required to notify Market Manager 24 HOURS PRIOR if they will be absent from the Market on any given Saturday. In cases of emergency, vendors must notify Market Manager ASAP.

Market Manager 412.708.1277

email: christina@bloomfieldnow.com

ATTENDANCE		
✓ Yes	Month	Specific Dates <u>Unable to Attend</u>
	May	
	June	
	July	
	August	
	September	
	October	
	November	

THREE absences without prior notification will result in asking the vendor to leave the market permanently. This measure is taken because a vibrant, attractive market doesn't have empty stalls in the middle of the market. Giving notice the day before allows the market manager to adjust the site plan, and is the professional way to conduct business. No refund will be given due to weather; market is rain or shine.

Dates of Market: 5/30, 6/6, 6/13, 6/20, 6/27, 7/11, 7/18, 7/25, 8/1, 8/8, 8/15, 8/22, 8/29, 9/5, 9/12, 9/19, 9/26, 10/3, 10/10, 10/17, 10/24, 11/7.

GENERATOR USE - the product I wish to sell at the market requires the use of a generator (mark box if this applies to you)

I own my own generator - We require generators to operate relatively quietly

I don't have my own generator but would like to use one – We **might** be able to bring on a generator or two for vendors to use. There may be an additional cost of \$5-\$10/market day for this service. Please use the lines below to tell us EXACTLY what equipment you would like to power, as well as its wattage or, if not known, general size.

Include with this application: All forms required before application can be processed.

- Additional Insured Certificates
- Copies of State Licenses
- Rules and Regulations signature
- Vendor agreement filled out, with dates included

Please call Christina Howell with questions regarding required forms & this application, at 412.681.8800, 412.708.1277 or email christina@bloomfieldnow.com.

(office use only)

Stall Type:

of Stalls:

Add'l Charge:

Vendor Total Cost:

Amount Paid by May 1:

Balance Due:

Notes:

BLOOMFIELD SATURDAY MARKET 2015 VENDOR AGREEMENT

WHEREAS, Bloomfield Development Corporation promotes a Farmers Market in the Bloomfield neighborhood of Pittsburgh, Pennsylvania;

WHEREAS, _____, ("Vendor") wishes to rent a booth from Bloomfield Development Corporation, and THEREFORE, in consideration of the lease of the booth and other good and valuable consideration, the parties agree as follows:

1. Vendor agrees to pay Bloomfield Development Corporation specified rent for space during the 2015 Farmers Market.
2. Vendor shall purchase general commercial liability insurance (or farm insurance) with at least \$1,000,000 limits, and shall name Bloomfield Development Corporation and West Penn Hospital as additional insured and certificate holder. Certificate must be on file at Bloomfield Development Corporation prior to vending at the Bloomfield Saturday Market in 2015.
3. Vendor agrees to indemnify and hold harmless Bloomfield Development Corporation, and its employees, officers, directors, successors and assigns, against and from all of the following in connection with the 2015 Bloomfield Saturday Market.
 - (a) ALL claims, demands, actions and causes of action, together with the costs and expenses, including attorney fees of defending such a claim, resulting or arising from any claimed loss or damage to persons for injury or death or in property which may be due or result from the installation, occupancy, operation, use, maintenance or repair of any stand, bay, booth or other installation or structure of any kind.
 - (b) ALL claims, demands, actions and causes of action, together with the costs and expenses, including attorney fees of defending such a claim, resulting or arising from any claimed damage from consumption of products, food or goods which are sold, obtained, received or acquired from any booth or other installations of any kind leased to the Vendor.
4. Vendor shall pay Bloomfield Development Corporation the full amount of any loss or damage including, but not limited to court costs and attorney fees, which it may sustain, incur or become liable for defending or prosecuting any action or claim arising from this Agreement.
5. Vendor agrees to obtain at Vendor's cost all licenses / permits required by City of Pittsburgh and State of Pennsylvania, and to provide Bloomfield Development Corporation copies of all such licenses and permits.
6. Vendor agrees to obtain at Vendor's cost a Pennsylvania sales tax permit and to cause to be collected and paid to the State of Pennsylvania all applicable sales and local option taxes. Vendor will provide Bloomfield Development Corporation a copy of paid sales tax permit. If Bloomfield Development Corporation is required to remit any sales or local option taxes to the State of Pennsylvania as a result of sales by the Vendor, the Vendor shall reimburse Bloomfield Development Corporation for such amounts, including interest and penalty, together with any costs and expenses, including attorney or accountant fees, which Bloomfield Development Corporation may incur with respect to such tax.
7. **Vendor has received the 2015 General Information Packet and 2015 Rules and Regulations.** Vendor understands and agrees to follow all rules and regulations set forth by the Bloomfield Saturday Market as stated in the Rules and Regulations, General Information Sheet, and in the Application Packet.
8. The laws of Pennsylvania shall govern this Agreement and be binding upon the parties hereto.

Dated this _____ day of _____, 2015, and agreed to by:

Signature: _____
Bloomfield Development Corporation
366 Gross Street, Pittsburgh, PA

Signature: _____
Vendor address:

Bloomfield Saturday Market Process for the SNAP Program

The Bloomfield Saturday Market accepts EBT cards (SNAP/Food Stamps), credit, and debit cards. Our goal is to have 100% of our vendors who sell qualifying products participate in the SNAP program.

Our tokens ARE DIFFERENT from the Citiparks/Just Harvest tokens. At the first market, you will receive a packet that includes tally sheet, sign for your stall, and directions on how to proceed, and market staff will be available to answer your questions. The process has not changed from 2014.

It is the vendor's responsibility to inform your family and employees of the process and rules before they sell at the market.

The EBT/Credit/Debit Card Process

- Customers paying by card decide how much they want to spend at the market.
- They swipe their card at the Market Information tent and the money will be deposited into the BDC's account.
- The customer receives wooden tokens in \$0.50 (EBT) or \$1 (credit/debit) denominations. Tokens will be printed with different colors to differentiate payment method and will be marked with "EBT" or "Credit-Debit".
- Customers spend tokens with any participating vendor. Credit-Debit token-users can receive change. **EBT token users cannot receive change.** Vendors are encouraged to round up/round down or adjust quantity of food to best match whole dollar increments.
- EBT customers can return tokens to market staff on the day of purchase and will receive credit to their account, or can save tokens to be used later. Cash refunds will not be given.
- Vendors count their tokens, complete the Vendor Token Reimbursement Form, and turn in all tokens and form in the envelope provided at the end of the market day to the EBT Coordinator.
- EBT Coordinator will turn in token totals from each vendor to the Market Manager weekly.
- Vendors will receive a check weekly, corresponding to the value of tokens turned in.

Vendor Instructions on Accepting EBT, Credit and Debit Tokens:

- **YES, EBT tokens can purchase:** Vegetables, fruits, dairy products, meat, eggs, bread, jam, pickles, and pastries (wrapped). Also, seeds or plants that produce food can be sold.
- **NO, EBT tokens cannot purchase:** Hot foods, cut flowers, decorative plants, pet food or non-food items.
- Customers can purchase any product with Credit-Debit tokens and change can be given for Credit-Debit tokens.
- **It is ILLEGAL to exchange cash/give change for food stamp benefits.**
- Vendors must post the furnished EBT and/or Credit-Debit sign provided by the market, identifying the vendor's stall as an authorized vendor. (You may not accept tokens without your sign).
- Products will be priced the same for EBT shoppers as for cash or Credit-Debit shoppers.
- EBT/Food Stamp customers must pay for their purchase at the time of sale.
- You can turn in your tokens at the end of each market day for reimbursement the following week. Reimbursement checks will be brought to the market to be picked up in person unless alternate arrangements have been made.

If you ever have any questions or concerns about this program, please talk to a Bloomfield Development Corporation/Bloomfield Saturday Market staff person.

I agree to follow all of the above rules and realize that the privilege of using the EBT/credit-debit services is contingent on following the rules.

I understand that if Bloomfield Saturday Market staff observe or receive evidence of my failure to abide by this agreement, I will not be reimbursed for tokens collected incorrectly and Bloomfield Saturday Market can immediately suspend or terminate my approval to accept tokens.

I understand that it is my responsibility to inform my family and employees of these rules before they sell at the market on behalf of my farm or business.

Vendor Signature Date

Vendor Printed Name

Check payable to: (If different than vendor name)

Vendor Address (this is where we will mail your check if you are not reachable at the market)

Vendor phone number:

EBT Coordinator