

CITY OF PALM BEACH GARDENS GREENMARKET

2011-2012 SEASON OPERATIONS MANUAL



PALM BEACH
GARDENS



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I. Mission Statement and Location

The “Gardens GreenMarket” is a:

Farmer’s Market, Art, Education, Entertainment & Food public event. This is accomplished by providing fresh produce to the community and encouraging the promotion of the agricultural industry along with providing to the public an informal, social gathering place in an open-air setting which promotes a sense of community and stimulates interaction among neighbors. The Market is intended to be a combination of a “green” shopping opportunity and a cultural event.

To achieve the mission of the GreenMarket, the Community Services Department:

1. Secures and manages the physical GreenMarket site through the utilization of the independent contractor, City staff and equipment.
2. Plans for the operation of the GreenMarket so that direct and indirect operating expenses are covered, as well as generating additional revenue to support the special revenue fund.
3. Works to maximize customer attendance by providing a variety of entertainment and special events during the GreenMarket season, such as live music, business expo, and the weekly featured artist program and chefs’ demonstrations.
4. Offers local tax exempt non-profit organizations the opportunity to participate in the GreenMarket at a discounted fee.
5. Provides an organized program to include, on a limited basis, local businesses and hand crafters to enhance the shopping experience of the public.
6. Provides space for the Master Gardener volunteers to dispense gardening advice to customers, answer questions, and help them with garden-related problems.
7. Coordinates activities and space with Palm Beach Gardens community groups and City departments to share valuable information with the customers at the GreenMarket.
8. Maintains the event “free and open” to the public.
9. Contracts with an Independent Contractor who has experience producing similar events.
10. Actively seeks sponsorship to offset GreenMarket costs and enhance the GreenMarket patron experience.
11. The City’s GreenMarket permits complimentary vendor space on designated Sundays to sponsors in accordance with the sponsorship agreement.





GreenMarket Location, Dates, and Events

The “Gardens GreenMarket” is located at 4301 Burns Road, Palm Beach Gardens, Florida 33410.

The GreenMarket runs Sundays from October 16, 2011 to May 6, 2012 from 8:00a.m. to 1:00p.m. This is determined on an annual basis and adjusted accordingly based on the growing season and national holidays. At times, the GreenMarket will not be held on certain nationally-recognized holidays. All dates and times of the GreenMarket will be published in advance and announced to the public. The GreenMarket will be CLOSED Christmas, December 25, 2011. The GreenMarket will be OPEN New Years Day, January 1, 2012. The GreenMarket will be OPEN Easter, April 8, 2012.

Annually, a calendar of events will be set for the GreenMarket. These special events are offered in conjunction with the mission of the GreenMarket to increase public participation and enhance the marketability of the GreenMarket. Additionally, special cultural performances and a “featured artist” may be included in the GreenMarket offering.





II. Market Personnel Support & Responsibilities

The oversight of the “Gardens GreenMarket” program is the responsibility of the Recreation Coordinator. An Independent Contractor, known as the Producer, is on site and retained and responsible for vendor coordination and on site market operations. Other City staff members are assigned to the GreenMarket as needed for support purposes.

Recreation Coordinator:

Primary responsibilities are, but not limited, to the administrative functions of the GreenMarket. The functions include the financial oversight and record keeping, advertising, marketing, off-site media correspondence, oversight of the Independent Contractor and assigned City staff, and any other duties as required and in accordance with City policy and any applicable laws. The Recreation Coordinator will not have a consistent presence on market day, unless working as scheduled MOD.

Recreation Supervisor or Recreation Programmer:

This position is the on-site Manager for the GreenMarket and is responsible for any issues that may arise. This would include, but not be limited to, on-site assistance for independent contractor, collection of monies, customer relations and major incident reports.

Resources Staff:

Primary responsibility is to handle any monetary transactions at the “Gardens GreenMarket”. The Recreation Resources member is also responsible for collection of all fees and charges from participants (vendors) charged by the City for this production.





III. Independent Contractor

The producer of the “Gardens GreenMarket” provides services on a contractual basis for the City-operated GreenMarket through the City of Palm Beach Gardens.

Independent Contractor responsibilities include, but are not limited to:

- Furnish services in accordance with this manual in the area of coordinating the “Gardens GreenMarket” including music, vendors selling produce, plants and flowers, fresh vegetables and fruits, handmade crafts, and prepared food and drink items.
- Secure entertainment for the City of Palm Beach Gardens “Gardens GreenMarket” at a rate agreed upon between the City of Palm Beach Gardens and the Independent Contractor. This information is to be submitted in conjunction with the City’s Accounts Payable Disbursement Check Runs in order to have the checks cut and available in a timely manner. The City of Palm Beach Gardens standard entertainment contract will be executed, and the Recreation Coordinator is responsible for the contract and check request submittal.
- Independently secure vendors to participate in the GreenMarket. The Independent Contractor and the Recreation Coordinator will jointly assign vendor classifications to each vendor to ensure that vendors offer the highest level of handmade crafts, plants/flowers, and prepared foods. Prior to non-acceptance of a vendor, the Independent Contractor will obtain approval of non-acceptance from the Recreation Coordinator.
- Follow and implement the vendor application as outlined in this manual, without exception.
- Monitor vendors for courteous service and product quality. Bring issues to the attention of vendors and monitor resolutions.
- Conduct the event to be known as the “Gardens GreenMarket” which is a green Farmer’s Market, Art, Entertainment & Food event, to be held rain or shine, every Sunday morning, except for designated holidays, 8:00a.m. to 1:00p.m., October 16, 2011 through May 6, 2012 at Gardens Park. The event is open to the public, and there is no admission fee.
- Supervise the set up, event production, and teardown of the event. Be responsible for the care of the site, including complete restoration to pre-event conditions.
- The Producer is an independent contractor and is not an employee or agent of the City for any purpose. The production is a City-sponsored event that is offered on a seasonal basis to the community at large, and is not considered an integral part of the City’s normal government functions.



IV. Vendor Classifications and Procedures.

A vendor is an individual or group participating in the “Gardens GreenMarket” who sells a particular product or service. All vendors must be pre-approved and meet the defined criteria established by the City of Palm Beach Gardens.

To maintain a diverse and controlled shopping experience, the “Gardens GreenMarket” reserves the right to:

- Prohibit any vendor from selling a particular product in the GreenMarket.
- Prohibit any product from being sold in the GreenMarket.
- Prohibit a particular vendor from selling in the GreenMarket.



Vendor classifications are:

1. Farmer/ Other Growers – this category includes small-scale farmers who grow or raise their own produce, plants, trees, and herbs, or whose farm produces its own agricultural product. Examples of agricultural products include eggs, honey, milk and meat. 80% of the products sold by farmers must come from their own crops/farm.
2. Non-profit organizations and Young Entrepreneurs – Non-profit organizations must be verifiable organizations that are incorporated as a non-profit. This may include the local chapter of major organizations. Non-profit organizations must have a 501(c) designation. Young Entrepreneurs are students (dependent on parents at age 21) who make their own products, perform their own service with none or limited parental and/or other adult involvement.
3. All Others * – This category includes all other vendors not defined above.

The fee for each type of vendor is set annually. See Attachment A “Vendor Fees”.

Handcrafters:

Eligibility Requirements for handcrafts:

- a. Each ‘craftsman’ is required to submit a sample of their work, unfinished and finished; a material product list, photos and other proofs of the assembly process to a panel of judges to determine if the product is handmade. As a fair and open Market, the judges will not determine the product’s ‘quality’ as that will be determined by patrons’ choices.
- b. Upon acceptance, crafter will submit a GreenMarket vendor application.

Handmade is determined to be:

- Primarily assembled by applicant.
- The finished product is an accumulation of creative thought and handiwork skill.
- Is not produced for commercial re-sale or mass production.

Each ‘crafter’ may be required to demonstrate their workmanship on at least one Sunday during the GreenMarket to assure patrons that they actually create their own work. If a demonstration is not possible due to equipment restraints, photographs of work in progress will be required to be on display in the booth.

Jewelers must make their own pieces (fuse glass, carve wood, bone, etc.)
‘Beaders’ that only string beads are limited.

Handcrafts will be juried by a panel twice a year:

Friday, September 23, 2011 9:00 a.m.-12:00 p.m.

Friday, January 20, 2012 9:00 a.m.-12:00 p.m.

Location: The Burns Road Recreation Center, 4404 Burns Road.



Crafters that miss the jury dates:

May reserve a Sunday at the Greenmarket to demonstrate their art or craft (painting on site; spinning, weaving, sewing fabric; carving or otherwise crafting wood, leather, or other materials; etc.)

If handcrafts are too cumbersome to bring to Jury Day, the crafter will be scheduled for a demonstration at the Market on a Sunday. Vendors are required to be juried only once, not annually. If a product is substantially changed it must be juried again.

These are the only times during the GreenMarket season that hand crafts will be juried and permitted into the booth rotation process for the GreenMarket. Handcraft vendors are only to sell those items that have been judged by the GreenMarket. Vendors will be asked to remove any items that are placed in the booth that have not been judged.

The "Gardens GreenMarket" is primarily a GreenMarket of unlimited food, flowers and plants. There is limited participation for weekly crafters, and the business expo is featured the first Sunday of every month. Other special events are scheduled throughout the 30 week season.

When more than 10 of the same craft category vendors wish to participate on any given Sunday, the Producer of the Market will rotate the crafters schedule to give each the same number of Sundays each month within the GreenMarket season. For instance, if 40 jewelers have all been juried and accepted to participate, the Producer will assign each jeweler one Sunday per month to ensure that all jewelers have equal time.

Business Expo and Special Event Vendor: Businesses are defined as those who provide a good or service to the public that are not handmade crafts, agricultural products, or prepared foods. Those vendors classified in this category will also be allowed into the Market on a limited basis. The admission of this type of vendor is not essential to the mission of the Market and is only allowed to enhance the experience of the patrons who attend the Market and to promote local businesses on a limited basis.

Eligibility requirements for Business Expo are:

- a. Each "business" is required to submit a GreenMarket vendor application.
- b. Hold a City of Palm Beach Gardens occupational license or be a current business member of the Northern Palm Beach County Chamber of Commerce. Proof of such must be attached to the application.

Booth for business expo vendors available in two ways:

- a. The Monthly Business Expo – Held on the first Sunday monthly during the GreenMarket. Space is limited and offered on a pre-registration basis. Those who wish to participate in the expo must be pre-approved by completing the application two weeks prior to the GreenMarket date. The vendor will be notified the week prior as to their booth status.



- b. Special Event Vendor – Certain special events will be held throughout the GreenMarket season that will allow for additional participation of this category of vendor. These events, along with the criteria to participate, will be announced with the annual calendar. Those who wish to participate in a special event must be pre-approved by completing the application two weeks prior to the GreenMarket date. The vendor will be notified the week prior as to their booth status.

Non-Profit Organizations:

“Gardens GreenMarket” encourages and welcomes local tax-exempt, non-profit organizations (501(c) status) to participate in the GreenMarket. Groups claiming non-profit status are required to attach proof of tax exemption to their vendor application when applying. A reservation must be made with the Producer prior to the date of appearance. The same vendor rules and regulations apply to non-profit organizations. Non-profit vendors are permitted to distribute literature and sell any of their fundraiser products at the GreenMarket from within their booths as long as it applies to the organization that is on display.

City Departments:

“Gardens GreenMarket” encourages and welcomes City Departments to participate in the GreenMarket. Fees are waived for this group.





Vendor Procedures and Operating Rules:

Vendor categories are based on the criteria provided in this manual and reviewed by designated GreenMarket staff & producer. If a vendor feels that they have been categorized incorrectly, they may challenge their selection or category in writing to the GreenMarket Producer and the City of Palm Beach Gardens. The City is in no way obligated to modify these guidelines.

Vendor Products:

A vendor must submit a complete list of products that they wish to sell at the time they make application to the GreenMarket. All products must be approved by the Producer of the GreenMarket prior to being sold. If an accepted vendor wants to sell an item not previously approved, the Producer must approve the new item before it may be sold.

Vendor Application:

Every vendor must complete and sign the GreenMarket application and execute the waiver at the bottom of the vendor application prior to being considered as a market vendor. On-line pre-registration available upon request. For more information call 561-630-1100.

Vendor Space Assignments:

Vendors who are given a space assignment are responsible for occupying that space and paying the applicable fee. The size of a single space is defined as a parking lot space or its equivalent. Vendors who wish to secure additional space must pay for it.

Vendors are responsible for keeping their space(s) attractive during the Market and for cleaning them up thoroughly after the GreenMarket. Before leaving, all litter and product debris in the vendor booth must be collected. The vendor must remove all equipment and belongings that they brought to the market. The City of Palm Beach Gardens GreenMarket staff has the right to control the "Visual Impact" and overall presentation of the "Gardens GreenMarket" site, at its discretion.

Vendors will not have tables, chairs, product, boxes, signs, or any part of their booth outside the area assigned by the Producer. Vendors must stay within their allocated space while selling and may not distribute samples or literature outside their booth area. Tables and chairs are to be placed by City staff only.

All Vendors acknowledge that failure to cancel its reserved site and failure to notify the Producer of the Vendor's late arrival may result in the site being assigned to another Vendor or there being no other spot available. A Vendor acknowledges that if the Vendor arrives late (after 7:30 a.m.), the Vendor's assigned spot will be relocated to another available Vendor site if the market is not already full.



Vendor Attendance and set-up:

Vendors agree to notify the Producer by phone, email, fax, or in person to reserve a site or cancel a reserved site, on or before the Thursday prior to the Sunday GreenMarket. Vendor agrees to notify the Producer when the vendor will arrive late (past 7:30 a.m.).

Vendor agrees to arrive to its site before 7:00a.m. and to have his/her tent/umbrella completely set up and anchored before 7:30a.m. The Vendor's tent/umbrella must be anchored at all times no matter the weather

Vendors may not drive a vehicle into or out of the GreenMarket after 7:30a.m. Market entrances will be closed at this time. Any vendor arriving after 7:30a.m. must carry their booth, tables, and product into the Market. The morning set up is very busy. There are a lot of vehicles that need to be moved in and out of the GreenMarket in a short period of time.

Vendor agrees to cover vendor site with a secured/anchored tent (no bigger than the size of a parking space) or umbrella with 60 lb weighted base. Tent must be anchored on all four corners with minimum of 15lbs on each corner. A tent or umbrella is required on every vendor site at the Market (City staff performs weekly inspections). If vendor's tent/umbrella does not comply with requirements set forth in this manual, vendor will be asked to remove tent from site and to make adequate arrangements for the following week. Vendor will not be permitted to set-up the following week unless the appropriate requirements have been met.

Vendors need to arrive early and quickly unload the parts and contents of their booth, move their vehicle to the designated parking area, then return to their booth for set-up. Booths should not be set up while Vendors unload their vehicles. This is time consuming and your vehicle may be blocking another Vendor's access to their space.

Vendors are required to park their vehicles in the designated vendor parking areas (See attached map). Vendors with a trailer or any attached unit must park at the Lakeside Community Center, (Vendor Parking A) at 10410 North Military Trail. Vendors in a single vehicle with no attachment must park next to the Klock Soccer Fields, (Vendor Parking B) at 4301 Burns Road. Vendors who fail to park in the designated lots will receive a \$10.00 fine per offense that will be added to their vendor fee. Three offenses will result in expulsion from the market for the remainder of the season.

Final parking assignments will be made after application has been received.

If you consider your vehicle to be necessary for the operation of your booth you must seek prior approval from the City of Palm Beach Gardens and the producer. Each request will be considered on individual basis.

Vendors may not bring pets to the GreenMarket.

Vendor Operation During the Market:

Vendor must provide all equipment for vendor site and equipment must be erected with concern for the safety of the public and other GreenMarket vendors.



Sandwich signs must be displayed inside the booth, not in the aisle.

A Vendor's participation in the Market acknowledges that they are responsible for the proper safety and health precautions to protect participants, the City, the Producer, the public, and the property of others and for all damages to persons or property that occur as a result of the Vendor's fault or negligence.

Notes for Vendors Preparing Food or Purchasing Electric:

Cooking must be done in assigned parking spaces. Cooking is prohibited in the grass.

Vendors agree to have a working fire extinguisher inside the food booth (Fire Rescue performs regular inspections). One warning will be given. Vendors will not be allowed to set-up again until the proper fire extinguisher has been placed at vendor site.

Multipliers will not be allowed on electrical hook-ups. Generators are prohibited, so Vendors must notify the Producer in advance their need for electrical service. Consistent electrical power is not guaranteed. Vendors who overload outlets and/or issues outside of the control of the market staff can happen and may not be addressed on the day of the market. In this situation, refunds will not be given.

GreenMarket staff will determine the vendor's electrical needs and will either assign one 20 amp GFI (two outlets), or one 30 amp (shore power hook up). If additional electricity is required, then additional breakers may be purchased.

Vendor Tear Down:

After the GreenMarket closes, vendors will not be allowed to drive their vehicles into the GreenMarket until 1:15p.m. Vendors may not line up on the streets surrounding the GreenMarket and wait to drive in. This is considered an obstruction to the flow of traffic by the City of Palm Beach Gardens. Vendor traffic is one-way through the GreenMarket.

Vendors will not disassemble booths before closing time unless special permission has been granted by the Producer.





Vendor Licensing & Permit Requirements

Vendors are held responsible to acquire all necessary license/permits required by County, Local, State and Federal laws and regulations. The permits must be available for viewing each Sunday the vendor participates. Failure to have necessary licenses, certificates or permits will result in loss of Market attendance by the vendor. It is the vendor's responsibility to provide all required licenses/permits and have copies of such with them during the Market for inspection.

Product Exclusivity

The GreenMarket does not guarantee any Vendor the exclusive right to sell any one product. The customer often benefits from having multiple Vendors selling the same product. The GreenMarket will determine when a product category is adequately represented. If this determination is made, then vendors selling similar products will attend the GreenMarket on a rotational schedule. The rotation will be determined by GreenMarket staff. The product mix at the GreenMarket as a whole, as well as customer demand, will serve as important factors in determining how many Vendors will be allowed to sell the same item.

Vendor Rules of Conduct

1. Vendors shall be honest and conduct themselves at all times in a courteous manner. Rude, abusive, offensive, or other disruptive conduct will not be permitted.
2. To maintain a positive atmosphere, Vendors should bring concerns about the GreenMarket to the Producer or City Coordinator of the GreenMarket, not to customers or other vendors.
3. Vendors who wish to smoke must leave the GreenMarket grounds to do so.
4. No loud hawking, shouting or barking is allowed. This is defined as selling one's wares in an aggressive manner, such as calling out to shoppers as they pass by one's site or standing outside one's site to attract customers.
5. Vendors are responsible for actions of their employees and other people that they have brought to the GreenMarket to assist in their booth.
6. Vendors and those assisting in their booths cannot discriminate against any member of the public.
7. Vendors must comply with the rules and policies as outlined in this manual.

Vendors and those associated with a Vendor are expected to maintain a professional and courteous attitude towards GreenMarket patrons, other vendors and those affiliated with the City. Should a Vendor breach any of the above rules of conduct, the following process will be set in motion:

1. Discussion – The GreenMarket Coordinator and/or Producer will bring to the attention of the Vendor the issue in question.



2. Formal Action – The GreenMarket Coordinator and Producer will issue a letter to the Vendor describing the issue or issues and what the expectation of resolution will be, along with a resolution time frame.
3. Suspension and/or Removal – If a resolution does not occur, the Vendor will be notified that they are being suspended and/or removed from the GreenMarket. The final decision will be made by City staff.

Should a Vendor conduct business in an unethical or unsafe manner, action to remove the Vendor from the GreenMarket will be immediate and permanent.



V. Fiscal Information

All financial aspects of the “Gardens GreenMarket” are overseen by the City of Palm Beach Gardens Recreation Coordinator. The Recreation Resources section has the responsibility to provide a trained staff member weekly to collect the Vendor fees and any other transactions. The collection of funds is done in accordance with established financial handling procedures and with approval from the Finance Department.

The GreenMarket is produced as a self-sustaining program as outlined in the Recreation Fee and Revenue Standard Operating Procedure.

Collection Method/ Vendor Payment /Sunday Market Day:

The Resources staff member fills out the three-ply receipt book in order to document financial transactions. The original receipt is provided to the Vendor, the pink copy is given to the GreenMarket Independent Contractor, and the yellow copy is distributed to the Recreation Supervisor on duty.



The Resources Staff, accompanied by a City Police Officer, collects the designated fee from the Vendor in the form of cash, check, or credit card. If the vendor questions designated Vendor fee or refuses to pay the designated Vendor fee, the Producer is contacted to verify the site price with the backup of the Recreation Coordinator. If necessary, a City Police Officer will intervene.

The payment method is recorded on the original receipt. Payment is received, documented, and stored in the bank bag with a City Police Officer as a witness.

The total Vendor fees collected are recorded on the three-ply vendor payout sheet. A signature of confirmation is then recorded by the Producer, Resources Staff, and a witness.

The Resources Staff person records every Sunday's monetary activities on a spreadsheet by Vendor and date. The Recreation Coordinator receives weekly updated copies of this spreadsheet.

A Resources Staff person checks and records the total vendor fees in RecTrac, the City of Palm Beach Gardens Recreation Division's financial recording system.

Collection Method

All vendor fees will be collected on the market Sunday according to the fees listed on page (18) and the fiscal rules and regulations of this manual on page 15 and 16.

VI. Miscellaneous GreenMarket Procedures

Rain Days

The GreenMarket is a rain or shine event. Any vendor who chooses to attend the GreenMarket on inclement weather days must pay the full fee for the day. Exceptions to the rule may include weather related or extreme acts of nature, etc. Safety is the GreenMarket's utmost concern.

GreenMarket Bucks

Management of the Palm Beach Gardens GreenMarket will distribute "GreenMarket Bucks" for promotional giveaways, etc. All vendors must accept these bucks in \$2.00 increments from customers in exchange for goods and services. The GreenMarket Bucks will have the same value as cash.

Animals at the Market

Per City Ordinance Sec. 46-11. Pets and Animals:
No person shall bring or allow any pet or animal in any City park, except those assisting or aiding impaired or physically disabled persons.

Restrooms

The restrooms located at Gardens Park concession stands are open for public use on GreenMarket Sundays.



Signage

During the GreenMarket season (mid-October through beginning of May), twenty staff-approved GreenMarket street pole banners (30' X 80') hang on City property surrounding the GreenMarket location.

During the GreenMarket season (mid-October through beginning of May), the City's Recreation Division staff places a staff-approved 4' X 6' GreenMarket banner, displayed on white poles with caps, in front of City Hall every Friday afternoon. The banner will be taken down every Sunday at the conclusion of the GreenMarket.



Attachment A

Vendor Fees:

1. Farmer/Other Grower	\$30.00 weekly *
2. Non-profit Organization or Young Entrepreneur	\$15.00 weekly \$15.00 weekly*
3. All Others	\$50.00 weekly*
4. Electricity Fee (per outlet)	\$10.00 weekly

* Tax included





City of Palm Beach Gardens
 “Gardens GreenMarket” 2011-2012 Season Vendor Application



Attachment B

Online pre-registration available upon request

Please print clear

Vendor Information:

Vendor Name:	
Business Name:	I Do <input type="checkbox"/> Do Not <input type="checkbox"/> have a business for the products I am selling.
Address:	
Contact Numbers:	Primary/Emergency: Secondary: Fax:
Email Address:	
Website:	
Names of others involved with your market booth:	
Vehicle Model:	
Does your Vehicle have a trailer or attachment ?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes please provide description.
Vehicle License tag number:	

Product Information

Vendor Category Requested:	Farmer/Grower <input type="checkbox"/> Not for Profit or Young Entrepreneur <input type="checkbox"/> Other <input type="checkbox"/>
Products proposed to be sold at the Market: <i>List all products you intend to sell at the Market. Vendors selling items being sold at the Market that are not pre-approved on this application will have to remove those items from their booth or be denied future access to the Market. Products that do not fit the mission of the Market or are deemed not family friendly will not allowed to be sold. Vendors requesting the “Farmer/Grower” category must attest to their products as grown or raised by them on their property.</i>	

Booth Requests

Number of Booths Space Requested:	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 or more must be discussed with the Producer <i>(Vendors will be charged for the number of spaces they occupy)</i>
Electric:	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>(Vendors will be charged \$10 per outlet, per Sunday)</i>



Vendor Category Verification:

I, _____, have read the vendor classifications as described in the Market operating manual and do hereby attest that based on the criteria described in each of the classifications, I or my business should be placed in the category requested on the application. By signing this agreement you are stating that you have all of the required documentation necessary to prove your vendor classification and will be able to produce such documentation on request.

As the Vendor, I agree to comply with the operations manual and the following:

- Initial: 1. Vendor agrees to notify the Producer by phone (561-756-3600), or in person to reserve a site or cancel a reserved site, for the GreenMarket on or before the Thursday prior to the Sunday GreenMarket. Vendor agrees to notify the Producer ASAP when the vendor will arrive late (past 7:30a.m).
- Initial: 2. Vendor acknowledges that failure to cancel its reserved site and failure to notify the Producer of the vendor's late arrival may result in the site being assigned to another vendor.
- Initial: 3. Vendor agrees to arrive to their site before 7a.m. and to have their tent (no larger than the size of a parking space) anchored/secured according to the requirements set forth in the Operating Manual. This must be completed before 7:30 a.m. (City will do regular inspections)
- Initial: 4. Vendors are required to park their vehicles in the designated vendor parking areas. (See attached map.) Failure to park in the designated lot will result in a \$10.00 fine per offense that will be added to your vendor fee. Three offenses will result in expulsion from the market for the remainder of the season.
- Initial: 5. Vendor agrees to anchor tent on all four corners with a minimum of 15lbs on each corner.
- Initial: 6. Vendor acknowledges that if a vendor arrives late, (after 7:30 a.m.) the vendor will be placed in another site if any are available.
- Initial: 7. The Market runs rain or shine.
- Initial: 8. Vendor agrees to leave the site in the condition in which it was found and vacate by 2:15 p.m.
- Initial: 9. Vendor agrees to not use generators or "multipliers" in electric box outlets.
- Initial: 10. Vendor agrees to be responsible to take the proper safety and health precautions to protect participants, the City, the Producer, the public and the property of others and all damages to persons or property that occur as a result of the Vendor's fault or negligence.
- Initial: 11. Vendor agrees to comply with any and all applicable Federal, State, County and City laws and regulations and to post in its booth proof of any and all licenses.
- Initial: 12. Vendors requiring power must comply with the following guidelines:
GreenMarket staff will determine if vendor receives 20 amps or 30 amps of power based on need. No further alterations or upgrade will be provided by the City of Palm Beach Gardens. No assistance will be available to trouble shoot electrical issues on market Sundays. Power outages on the event site are beyond our control.



The Following Applies to Food Vendors Only:

- | |
|----------|
| Initial: |
|----------|

 13. Vendors who cook on site must cook all food in an assigned paved parking space. Cooking in the grass is prohibited.

- | |
|----------|
| Initial: |
|----------|

 14. Vendors who cook on-site agree to have a working fire extinguisher inside the booth. (Fire-Rescue Department will perform regular inspections)

Vendor agrees to waive any claim against the City of Palm Beach Gardens hereafter arising from injuries to vendor, sustained while at facilities, participation in the GreenMarket, regardless of whether such injury is caused in whole or in part by the negligence of the City or by the negligence of the agents, servants, or employees of the City, and will hold harmless and defend the Producer, the City, its agents, servants and employees from any claim or demand hereafter the negligence of the agents, servants, or employees of the City. Vendor has read, understands, and agrees to uphold the City of Palm Beach Gardens' "Garden's GreenMarket" Rules for Season X, 2011-2012.

I/We acknowledge and understand that photographs of participants, in the program may be taken and used by the City on the City's website or in other City publications, and I/we hereby expressly consent to the use of our children's name, photograph or likeness in this regard.

Vendor has read, understands and agrees to all of the above:

Signature: _____ Date: _____

***** For Office Use Only***** Do Not Write Below This Line*****

Vendor Classification has been verified and vendor is assigned to the
_____ Farmer/Grower _____ Non-Profit/Young Entrepreneur _____ All Other

Signature: _____ Date: _____
(City of Palm Beach Gardens Authorized Representative)